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The Solicitors' Journal.

LONDON, OCTOBER 21, 1865.

LAST WEEK we mentioned that the Chief Commissioners of Works intended to accompany the members of the Provincial Law Association from Liverpool to inspect the assize courts at Manchester. In pursuance of this intention, a visit was paid to Manchester on Thursday last. Mr. Cookson, who is one of the Commissioners for the concentration of the Courts, and the erection of the palace of justice, was present, as well as Mr. Field, the secretary of the commission. The Hon. Mr. Cowper, the first commissioner of works, was prevented by the death of Lord Palmerston from fulfilling his engagement to be present. Mr. Waterhouse, the architect of the building, and several members of the Manchester Law Society, met the visitors and accompanied them in their inspection, which occupied several hours. Luncheon was served in the barristers' messroom. Mr. Cookson, in proposing a vote of thanks to Mr. Waterhouse, said the commissioners for carrying out the Palace of Justice Bill were most anxious that solicitors and others should give the commission the benefit of their experience as to the practical requirements of courts of justice.

IN THE EARLY PART of this year some very severe remarks were made by Mr. Baron Bramwell on the subject of attempts made to compromise with justice, and at the time we refer to he made use of these words:—"I must state that a prosecution is not the property of those who institute it to deal with it as they think fit. The public have a higher interest in having redress rendered and wrong punished, to deter others from offending in like manner."

At one of the police courts of the metropolis a person occupying the position and having the appearance of a gentleman, was brought up and placed in the felons' dock, he having been remanded for the completion of the depositions previously to his being committed for trial for obtaining wine by false and fraudulent pretences. So far indeed had the case gone that all the witnesses had signed their depositions excepting one, for whose attendance the prisoner had been remanded. On the prisoner being placed in the dock his solicitor informed the magistrate "that, taking into consideration the fact that the prisoner had been confined in the House of Detention since the 18th of September (it was now the 12th of October), the prosecutors did not wish to go on any further with the case, and he had therefore to ask that the prisoner might be discharged from custody. The friends of the prisoner had compromised the matter and had paid the money." Mr. Barker discharged the prisoner.

In what manner can the public vindicate their right to bring to trial a culprit who has been convicted of obtaining goods by fraud? In this case at least they are absolutely helpless, and Mr. Barker has the satisfac-

tion of knowing that he has virtually released from punishment one whom he had convicted of a crime.

MEN OF ONE IDEA are very much to be pitied, because their hobby, as it were, makes them blind to everything else. When the hobby has been ridden to death it is resuscitated and put through the same paces over and over again, as if it had never been distanced in the race of progress. The text of a petition to Parliament which we are informed is now in course of signature, shows the source from which it emanates and the current of ideas adopted by its supporters. The petition is understood to have been numerously signed, and is as follows:—

To the honourable the Commons of Great Britain and Ireland in Parliament assembled, the petition of the undersigned respectfully sheweth,—That your petitioners view with much anxiety the prevalence and vast increase in the destruction of infant life. That your petitioners believe the present state of the law regarding bastardy is most unsatisfactory, and requires amendment. That the provisions of the statute 7 & 8 Vict. c. 101, which throw the whole burden on the mother, and prohibit inquiry by the parochial authorities, are the means of inflicting great hardships upon the woman, and have led to the increase of infanticide. That your petitioners feel deeply the want of some institution in which illegitimate children could be received; and also that a wealthy institution, with the avowed object of receiving children of illicit intercourse at its gates, and which has grown wealthy under that assumption, has now for many years past ceased to exercise the functions of a foundling hospital; and your petitioners wish that your honourable House would direct the attention of the Charity Commissioners to this neglect of its primitive principles. Your petitioners therefore pray your honourable House to take steps for the repeal of the said Act of the 7 & 8 Vict. c. 101, and for a full inquiry into the laws as regards illegitimate sons, to place them upon a more equitable basis as respects both parents, and for the proper application of the funds of the London Foundling Hospital. And your petitioners further pray for a strict investigation into the causes (with a view to its prevention) which render the dreadful crime of infanticide so prevalent at present.

Amongst the several requirements of this petition we observe a prayer for the amendment of the bastardy laws, and the repeal of the 7 & 8 Vict. c. 101, an inquiry demanded into the management of the Foundling Hospital, and a strict investigation into the causes of infanticide, all more or less cognate subjects, but we are at a loss to comprehend what more connection these have with the law regarding illegitimate sons, and their being placed on a more equitable basis as respects both parents than with the law regarding illegitimate daughters. If we are to understand by this that the petitioners wish illegitimate sons to be entitled to a certain share of the property of either or both of their parents, to the exclusion of, or jointly with, children born in wedlock, it will be interesting to know how infanticide is to be prevented by such a change in the law of succession. And again, if the daughters are not to be benefited by the change, do the petitioners intend to provide for them in any manner, or are they to be killed off as worthless to the community.

The minds of those who framed this petition are evidently impressed with this one idea; namely, that the existence of illegitimate children is the sole cause of infanticide. The absurdity of this notion is self-evident, and it would be far better were these advocates for the encouragement of immorality to begin at the right end of their task, and, by the spread of religion, education, and a certain degree of refinement, amongst the ignorant and ill-taught to strike at the root of the evil, which lies more in the natural depravity of human nature than in the operation of existing laws.

THE EXPENSES OF CANDIDATES for election to serve in Parliament have, since the recent contest, become the subject of comment, and various plans have been proposed which should have the effect of reducing them considerably. Such a sum as five or six thousand pounds

is a large amount to one gentleman to spend in acquiring the honour of representing any county constituency in Parliament, but we know well that the estimate which fixes the cost at that amount is not far short of the mark.

The employment of lawyers as political agents appears to form one of the favourite subjects of complaint, and it is added that in many districts, especially where the small freeholders abound, the lawyers practically have the control of the voters, and upon them, therefore, the success of the election depends.

Sir George S. Jenkinson, in a letter to the *Times*, has given the world the benefit of his ideas on the subject of election expenses. It is first proposed that in a county there should be a polling place in every parish, which he says would have the effect of doing away with the large item of expense for the conveyance of voters. This may be true enough as regards the particular item, but a polling booth in every parish must, in other respects, very largely increase the expenses of the candidate, and we doubt whether it would effect any real saving.

For voters who own property in two or more counties, he proposes a system of voting papers to enable them to vote in two or more places on the same day, a proceeding now often rendered impossible at a general election by reason of the concurrence of polling days. With due precautions, and with proper limitations, this plan might doubtless save expense; it is moreover suggested that the voting papers should be issued by the High Sheriff, and upon the written application of the voter, whose signature to the voting paper should be attested before a magistrate, and if the saving of expense is the only end to be attained, there is no reason why Parliament should not, in its wisdom, insert such a provision in the next reform bill.

The greatest alteration, however, which Sir George proposes in the present system of elections, is one which, however desirable in the abstract, is, we believe, practically impossible. He proposes to render illegal all canvassing by means of paid agents and would permit only the candidate himself to canvass the voter, and that only after the issue of the writ. Unless, together with this alteration, a time is allowed for canvassing the electors, the law which adopted this suggestion would have no other effect than to cause all canvassing to be effected by means of advertisements, for the short time which now elapses between the issue of a writ and the polling day would not suffice for any gentleman proposing himself as a member to personally canvass one-tenth of an average county constituency.

The influence lawyers have amongst a constituency is due to their position and education, and it argues no vice of character nor any personal fault that they require to be paid for the work they are employed to do.

True, it is a great evil that election expenses are so heavy, and that in very few instances is a member, even for a borough, returned without a comparatively large outlay, but we deny that lawyers are the cause of this, or that they do more than take the advantage of a favourable opportunity which others placed in similar circumstances would naturally do.

THE INTIMIDATION OF WORKMEN by men "on strike" is becoming so frequent that the matter is being taken up by the masters. Last week the Lord Mayor sentenced two men to an imprisonment of two months with hard labour for using threats to endeavour to induce men to leave their employment. Fair competition in any trade is perfectly allowable, and any men, or any body of men, are not prevented from combining to cease work, but while the law allows this, it equally forbids them to exercise on others the undue persuasion to adopt their views which threats of violence and molestation must have. All reasonable inducement the law will allow, but threats and intimidation it will punish severely, and this fact cannot be too widely known.

THE FOLLOWING PARAGRAPH, relating to the conduct

of the Stock Exchange Committee in the matter of the Peruvian Railway Company, is from a daily journal:—

THE ANNEXED EXTRAORDINARY DOCUMENT HAS BEEN POSTED TO-DAY AT THE STOCK EXCHANGE.—The committee have gone to great lengths in thus describing the history of transactions alleged to be associated with "rigging," but they may find themselves placed in an uncomfortable situation if any of the parties named should seek an explanation in some of our courts of law. This report, however, shows more strongly than ever, that only one course should be adopted, viz., "allow in every case a settlement, and leave the parties interested to fight out these transactions." In endeavouring to legislate on this matter the committee have—no doubt with the best intentions—made a variety of blunders; but the "comedy of errors" is nearly played out, and there will be little more left for them to deal with. If persons will sell shares they do not possess they must not grumble, should they be caught; on the other hand, if promoters and others will attempt to manœuvre only for their own benefit, the public can soon disappoint them by refusing to subscribe to any schemes which are represented by doubtful names. We shall soon now arrive at a healthy state of things.

The report of the committee is annexed, but want of space precludes our inserting it.

AT THE West Riding Michaelmas Quarter Sessions, held at Leeds, it was resolved that for the future the salary of the Clerk of the Peace of the riding shall be £1,500 a-year. Hitherto the office has been paid by fees.

MR. JUSTICE CROMPTON, who has been seriously ill, is now better. As term approaches there are rumours that several of the learned judges will shortly resign, but at present nothing is known in the "legal circles" of the resignations.

AT A MEETING of the Faculty of Advocates on the 14th inst., the resignation of Professor Moir of the Chair of Scots Law in the University was read, and the Faculty recorded an expression of their regret at his being under the necessity, from the state of his health, of coming to that decision. The meeting appointed Thursday, the 2nd November, for the nomination of candidates for the vacant office.

THE LEGISLATION OF THE YEAR.

28 & 29 VICTORIA, 1865.

Cap. XLV.—*An Act to provide for the collection by means of stamps of fees payable in the superior courts of law at Westminster, and in the offices belonging thereto.*

In imitation of the plan which has now been in operation in the Court of Chancery for thirteen years, the fees in the common law courts are to be collected by means of stamps, adhesive or impressed, according to convenience, and the salaries of the officers of the courts are to be paid out of the fund formed by sale of stamps, and the surplus carried to the Consolidated Fund. At the time when the fees of the Court of Chancery were collected by money payments made to the officers of the court, great confusion arose by reason of the difficulty found in compelling a numerous body to render their accounts, and to hand over the surplus at frequently recurring periods, and great opportunities were given for malpractices. This difficulty, to a greater or less extent, has been felt in the common law courts, and this, in addition to the inconvenience of receiving money payments where the amount paid may be much better designated by a stamp, form good reasons for the change now about to be instituted.

The Act does not come into operation until the 1st of January, 1866, but time is required to prepare the several denominations of stamps, and to arrange other matters which are quite new. If the success of this plan is as great as that now used in the Court of Chancery, no one will suffer from the change, and the accounts of each of the superior common law courts can be kept with less trouble and greater accuracy than at the present time.

Cap. XLVIII.—*An Act to supply means towards defraying the expenses of providing courts of justice, and the various offices belonging thereto, and for other purposes.*

Cap. XLIX.—*An Act to enable the Commissioners of her Majesty's Works and Public Buildings to acquire a site for the erection and concentration of courts of justice, and of the various offices belonging to the same.*

The scheme for the concentration of the courts of justice has been frequently noticed in these columns, and, as far as any remarks upon the scheme itself are concerned, we may consider the subject as exhausted. The two Acts which have been passed for the carrying out of the project, give full powers for raising the funds required, and for purchasing a site for the erection of the buildings. Out of the sum of one million and a-half sterling, which it is estimated will be the expense incurred, the sum of one million stock is to be taken from that portion of the funds of the Court of Chancery which has arisen from the investment of the large number of small sums of cash standing from time to time to several thousand accounts, and which, in fact, belongs to no person in particular. This fund is called in the Act "The Surplus Interest Fund," and cannot be better appropriated than in providing courts which will facilitate for future suitors the administration of justice. A further sum of £200,000 is to be contributed out of the money to be provided by Parliament as the value of the courts and offices transferred to the Government, and of the rent from which the public will be relieved by the erection of new buildings. The buildings to be handed over to the Government comprise those offices which lie in and about Chancery-lane, &c. All other courts besides the Court of Chancery, which receive accommodation in the new building, will be required to aid in contributing to the remaining £300,000 by means of a special fee to be called the Rents of Court Fee, which will be collected by stamps to be affixed to such documents as the Treasury, with the consent of the Lord Chancellor, shall determine. These fees are to be in the nature of a redemption annuity calculated at £4 per cent. on £300,000, and are to be payable for a term not less than fifty years from the time of user of the buildings by each Court.

As regards the propriety of making use of part of the Surplus Interest Fund of the Court of Chancery, nothing need be added to what we have already many times laid down, viz., that the fund belongs to no one, and can be claimed by no one, unless, indeed, by reason of some very improbable concurrence of circumstances all the funds in court should be required to be sold out at once at a time when stocks are as low as seventy-four per cent. Moreover, as this Surplus Interest Fund has arisen from moneys the property of the aggregate suitors in the court from time to time over a period of many years, it cannot be better employed than in the service of chancery suitors as a class. For this reason chancery suitors will be exempt from payment of the rent of court fees which will be levied on suitors in all the other courts accommodated in the building.

If by any means the funds of the Court of Chancery should fall short, the 17th section of chapter 48 provides that if the general cash balance of the suitors shall be at any time insufficient to satisfy the demands of the suitors therein, such deficiency, to the extent of the value of one million stock, shall be made good out of the Consolidated Fund, and if the residue of the Surplus Interest Fund, and the other funds charged with compensation allowances, are insufficient to meet such charges, the deficiency will be made good out of the Consolidated Fund. This Government guarantee should be sufficient to satisfy those who fear the funds of the Court of Chancery will be exhausted by the proposed abstraction.

The jurisdiction of the courts at Westminster is saved, so that notwithstanding the change of site they will enjoy the same rights and privileges as hitherto, and all statutes, charters, and other instruments wherein Westminster is described as being the locality of the courts,

are to be construed as if the new site had been therein described.

The buildings, which have been estimated at a value of £200,000, are the Masters' Offices in Southampton-buildings, and the Registrars' Office, and the Record and Writ Clerks' Office, in Chancery lane; the former are to be vested in the Board of Works, and the latter may be repurchased by the Society of Lincoln's-inn.

There is nothing either complicated or unintelligible about the modes of raising money provided by this Act, but there are two points rather important which we have not yet mentioned. The one is that the buildings for which the Government is to give £200,000 are a questionable value for the money, and the other is the question whether the money to be expended will not ultimately exceed the million and a-half provided. The commission is already at work, and more will be known on the subject in a few months.

Before, however, the Commissioners can acquire the requisite site, many preliminaries must be gone through, and as no purchase can be made without the special authority of the Treasury, which, in the carrying out of chapter 49, is paramount over every act of the Commissioners, they seem to be placed very much in leading strings. It is to be hoped that the apparent energy with which they have set about their work will not die out and disappear before the many difficulties they will have to surmount.

Cap. LV.—*An Act to empower the University of Oxford to make statutes as to the Vinerian Foundation in that University.*

This Act has an interest for the legal profession in that it has been passed "with a view of better promoting the teaching and study of law in the University of Oxford." The 1st section empowers the University to vary by statute all or any of the trusts and regulations now in force relating to the Vinerian professorship, and the Vinerian fellowship and scholarships respectively, provided that the income of the funds, subject to the trusts of the will of Charles Viner, Esq., deceased, be applied in teaching the law and in encouraging the study of the law, and provided that the interests of the present professor, fellow, and scholars, be not interfered with.

Cap. LX.—*An Act to render owners of dogs in England and Wales liable for injuries to cattle and sheep.*

In seeking to make the owners of dogs liable for injuries committed to cattle, and in defining who shall be deemed the owner of a dog, it would have been very useful had the Legislature gone a little further and done something with respect to dogs in towns found wandering without an owner or injuring human beings. If the ownerless dogs increase as they have lately in London, the metropolis will, after a time, become like an eastern city in the number of its street dogs. A power to the police to detain dogs wandering without an owner, and to destroy them after a reasonable period of detention if unclaimed, would help to rid the world of many useless curs. Perhaps also a definition of the term "at large," as applied to dogs, might be useful if it could possibly be made; and last, but not least, a strict levying of the dog tax by means of the compulsory wearing of a collar, under penalty of destruction, is a measure very loudly called for. Town dogs have their faults as well as country dogs, and while legislating for the one it is to be regretted that the other were not also taken in hand.

Cap. LXIII.—*An Act to remove doubts as to the validity of colonial laws.*

Cap. LXIV.—*An Act to remove doubts respecting the validity of certain marriages contracted in her Majesty's possessions abroad.*

The difficulties of colonial law-making seem to give periodical work to the English Parliament; but why his should be so is a problem we may never be enabled to solve. An established colony is far better able to make

laws suitable for its inhabitants than we in England can ever be, and it requires no stretch of imagination to understand the existence of a certain spirit of antagonism in the Legislature of a young colony; but after a few years have elapsed from the foundation, as much liberty of action should be given as we ordinarily allow a child who is able to run alone.

To confer a power to establish courts of law appears ridiculous; such a power ought to be in the hands of a colonial legislature without the necessity of express enactment. Why again should it be necessary to define the manner in which a colonial Act may be proved to exist? Each colonial legislature or its courts might with propriety be left to decide for themselves such small questions. There is such a thing as over-legislation, and with respect to colonial possessions it is an evil which cannot be too carefully guarded against.

Cap. LXVIII.—*An Act to enable the Ecclesiastical Commissioners for England to grant superannuation allowances to persons employed in their service.*

Those employed in the service of the Ecclesiastical Commissioners are by this Act given very much the same benefits as are given to civil servants of the Crown, but a much shorter Act would have effected the object. The Commissioners are empowered to pay out of their common fund allowances on retirement of persons who have served ten years equal to ten sixtieths, and afterwards for every additional year a sixtieth of their then annual salary up to forty years. Gratuities may be given in case of permanent disability, where a person is not entitled to superannuation allowance. The Treasury is to give its approval to all such grants. These provisions and the remainder of the Act appear to be very like a repetition of something we have seen before, and might have been enacted by a reference to some one or other of preceding Superannuation Acts.

Cap. LXXII.—*An Act to make better provision respecting wills of seamen and marines of the Royal Navy and Marines.*

The first thing which requires notice respecting this Act is, that it is not in operation; and that at present it seems quite unlikely to become so before next year. It is to come into operation on such day not later than the 1st day of January, 1866, as her Majesty in council shall think fit to direct. The fifth section prescribes the formalities to be exercised in the making of a will by any person while serving as a seaman or marine, or when he has so ceased to serve; and, failing to comply with these conditions, it will not be valid to pass any wages, prize-money, bounty-money, grant, or other allowance in the nature thereof, or other money payable by the Admiralty, or any effects or money in charge of the Admiralty. Every such will must be in writing, and be executed with the formalities required by the law of England. If the will be made on board ship, one of the two requisite attesting witnesses shall be a commissioned officer, chaplain, or warrant or subordinate officer. If the will be made elsewhere, one of the two requisite attesting witnesses must be one of the persons before-mentioned, or the governor, agent, physician, surgeon, assistant-surgeon, or chaplain of a naval hospital at home or abroad, or a justice of the peace, or a clergyman of the parish, or a British consular officer, or an officer of customs, or a notary public. This formidable list of persons appears unnecessary for the purpose of taking charge of a seaman's or marine's wages, and attesting that the Admiralty hand them over to the proper person; and it would have appeared less complicated had the section simply required an officer in her Majesty's service to be one of the attesting witnesses.

Prisoners of war may, by the 6th section, make a will valid for all purposes, if it be in writing signed by the testator and acknowledged by him in the presence of one witness, being either a commissioned officer or chaplain belonging to her Majesty's naval or marine or military force, or a warrant or subordinate officer of her Majesty's

navy, or the agent of a naval hospital, or a notary public. Or the will of a prisoner of war will be valid if made according to the forms required by the law of the place where it is made, or if it be executed with the formalities required by the law of England in ordinary cases.

Although we have found fault with the 5th section and its formal requirements, it must be confessed that the 7th section is conceived in a liberal spirit. Under this section the Admiralty may, if they think fit, dispense with all the formalities required by the Act, and may hand over wages, &c., although the will be not made in conformity with its provisions.

Cap. LXXV.—*An Act for facilitating the more useful application of sewage in Great Britain and Ireland.*

Much discussion has arisen on the subject of utilization of sewage, and even now learned men differ as to the possibility of sewage being used as agricultural manure in such a manner as to be remunerative. This Act is an experiment, and its powers are ample for all the purposes it is intended to effect, and the public will await with impatience the time when it will be demonstrated that we have for years been throwing away and sending into the sea that which was worth large sums of money.

The carrying out of the Act is given to the "sewer authorities," as they are described, in each district; that is to say, to the existing bodies having local authority over sewers, but the Act does not extend to the metropolis, nor to any parish in a part of which the Public Health Act, 1848, or the Local Government Act, 1858, is in force at the time of the passing of the Act. The fourth section gives power to the sewer authorities to construct sewers for keeping their district drained, and for that purpose to enter and take lands and to pay the expenses out of the poor rates or other local fund specified in the schedule to the Act. The Public Works Loan Commissioners are authorised to lend money on the security of any rate applicable to the purposes of the Act without further security. Contracts may be entered into for the supply of sewage for any period not exceeding twenty-five years to any person or body of persons. Here is the whole machinery, and it remains to be seen whether, with the funds here called in aid, anyone will be able to utilize sewage effectually.

Cap. LXXVII.—*An Act to amend the Act of the twenty-seventh and twenty-eighth Victoria, chapter sixty-four, commonly called "The Public-house Closing Act, 1864."*

The hardships effected on some very extensive classes by the Public-house Closing Act, 1864, in localities where large numbers of persons are employed in the night, have attracted the attention of the Legislature. When the original Act came into operation last year many complaints were made that compositors and market people were prevented from obtaining their usual and necessary refreshment by reason of their public-houses being closed. Application to the magistrates was made in vain, and as neither they nor the police authorities would undertake any responsibility in the matter, many persons had to suffer the loss of their needful sustenance at a time when it was most essential to them. Many times it was suggested that the Commissioners of Police, in whom the powers given by the Act were vested, should take upon themselves to exempt certain houses from the operation of the Act, but no such step was taken. At length the representations made to Parliament have had the effect of producing this amendment. By the second section power is given to licensing justices at the time of granting licenses, upon production of sufficient evidence that it is necessary or desirable for the accommodation of any considerable number of persons attending any public market or following any lawful trade or calling, to grant any licensed victualler in the neighbourhood a license exempting him from the provisions of the Public-house Closing Act, 1864, between the hours of two and four o'clock in the morning, or any part of that time, and for any days or times to be specified in the licence. By the 5th section of the Act the justices are

substituted for the Commissioner or Superintendent of Police as the local authorities who are to have the charge of carrying out the Act.

A liberal interpretation of the Public-house Closing Act, 1865, need have no worse effect than to cause a little more watchfulness on the part of the police, while it may afford a very hard-working set of people an opportunity to obtain refreshment during the intervals of their night's work in very much the same manner as those do whose working hours are in the day-time.

Cap. LXXVIII.—*An Act to enable certain companies to issue mortgage debentures founded on securities upon or affecting land, and to make provision for the registration of such mortgage debentures and securities.*

It is not the province of a legal journal to inquire why Parliament has thought it expedient that provision should be made whereby certain companies may be enabled to issue mortgage debentures, founded upon the security of certain descriptions of property, and we will therefore proceed to describe shortly the provisions of this Act.

By the second section the Act is made to apply to all companies under the Companies Act, 1862, or under any Act of Parliament, entitled to advance money on the security of land.

The business of companies entitled to avail themselves of the Act is to be limited to two objects, namely, the making of advances of money upon the real securities mentioned in the third section and the borrowing of money on transferable mortgage debentures, or on one or more of the said securities. Companies already constituted for the purpose of making advances on real securities, and whose memorandum of association includes, but is not limited to, the objects before specified, may, by a special resolution, alter their memorandum, and so bring themselves under this Act. The paid-up capital of companies availing themselves of this Act must be not less than £100,000, in shares of not less than £50, of which not less than one-tenth, nor more than one-half, must be paid.

Debentures may be issued founded on the same description of real securities as those on which the companies may advance money. These securities are to be produced to the registrar of titles, who is to keep a register of them in the office of land registry, and upon their being deposited with him the company may issue debentures not exceeding in amount the value of the securities registered. The effect of this is, that for every debenture issued by the company a positive value will be shown besides the additional security of the unpaid capital, and no question need arise whether the company is issuing debentures beyond its powers. Full particulars of the capital, number, and amount of shares, and of the amount paid up, also of the assets of the company, and how invested, and the names, addresses, and occupations of its directors and auditors, are to be registered, so that any debenture-holder may see at a glance what security he has, and by whom the company is managed. Whenever any securities are redeemed and taken out of the registry, fresh securities are to be deposited, or debentures for an equivalent amount cancelled.

The debentures are to be for the payment of principal sums at a fixed time to be named therein, not less than six months nor more than ten years from the date, with interest thereon in the meantime, and are to be numbered consecutively, beginning at number one, and no second debenture is ever to be issued with the same number. Powers are given to enforce payment of principal or interest secured on debentures by the aid of the Court of Chancery in the appointment of a receiver, but nothing in the Act is to exempt companies from the operation of the Joint-Stock Companies' Act.

Trustees who, by the instrument creating the trust, have a general power to invest trust moneys in shares, stocks, mortgages, bonds, or debentures of companies incorporated by or acting under the authority of an Act of

Parliament, are by this Act empowered to invest such trust-moneys on the security of mortgage debentures issued under the Act. A schedule of forms appended to the Act leaves nothing undone in the attempt to make this Act a perfect piece of legislation.

Cap. LXXIX.—*An Act to provide for the better distribution of the charge for the relief of the poor in unions.*

"The Union Chargeability Act, 1865," was passed after considerable opposition, and may be deemed to be rather of an experimental nature. The statute 4 & 5 Will. 4, c. 76, permitted the union of several parishes, and the erection of union workhouses for the common use of the poor, but declared that each parish should be separately chargeable with and liable to pay the expense of its own poor.

This was in the year 1834, and during the intervening period of thirty years to the present time many unions of parishes were established, and it is now a rarity to find a parish not comprised in a union. The 1st section of the Act under consideration repeals that part of the Act 4 & 5 Will. 4, which makes each parish liable to defray the expense of its own poor, and enacts that all the cost of the relief to the poor, and the expenses of the burial of the dead body of any poor person in a union thenceforth incurred, and all charges incurred in respect of vaccination and registration fees and expenses, shall be charged upon the common fund of the union, and not upon each separate parish in which the poor persons respectively are entitled to a settlement.

The result of this Act is of more importance to the rate-payer than to the pauper, for whereas the several parishes in each union each had their own poor-rate at so much in the pound, according to the estimated probable expense of the poor of each, there will in future be but one rate throughout all the parishes of each union. The effect of this will of course tend to lessen the amount payable by populous parishes, and to increase that to be paid by those which, on account of the small number of their poor, had formerly to contribute but in a small proportion. From these parishes arose the opposition to the passing of the Act, and there appears to be some justice in the cry which calls for a centralization of all poor law administration and the making of one rate over the whole country if there is to be any alteration in the old system. Such an unwieldy business has not been adopted, and indeed it is far better that local matters should be left to the responsibility of local authorities, than left to the administration of officials pulling the wires from head-quarters. An alteration in the law of settlement is affected by the 8th section, which will much simplify proceedings and the evidence to be required on the removal of paupers. The Act of the 9 & 10 Vict. c. 66, fixed the period of residence in any parish which should make a person irremovable at five years. Subsequently, by the 24 & 25 Vict. c. 55, that period was reduced to three years; and now, by this Act, one year is fixed as the time of residence which will give a pauper a settlement in any parish.

The Poor Law Board is to make orders for carrying the Act into effect. Unions under local Acts are permitted to adopt this Act with the permission of the Poor Law Board, and provision is made for rendering the system uniform over the whole country.

Cap. LXXXIII.—*An Act for further regulating the use of locomotives on turnpike and other roads for agricultural and other purposes.*

The use of locomotive engines on roads has not become so universal as the Legislature appears to have expected at the time of the passing of the "Locomotives Act, 1861," but, notwithstanding that, it has been found necessary to make further regulations respecting them.

This Act is to continue in force for two years from the 1st day of September, 1865, and lays down rules for the regulation of locomotive traffic on turnpike roads and public highways. At least three persons must be em-

ployed in conducting the engine besides an additional one if more than two waggons or carriages are attached. One of these is to precede the engine on foot and is to carry a red flag constantly displayed, and is to warn all riders and drivers of horses of the approach of the engine, and to assist them if necessary, and to stop the engine when required. The driver is never to sound the engine nor to blow off steam upon the road. Any person with a horse may lift up his hand as a signal to the driver of the locomotive to stop, and the driver must carry lights after sunset. Heavy penalties on the owner are attached to non-compliance with these rules, and he may, under certain circumstances, recover them from the driver in charge of the locomotive. The 4th section regulates the speed, and the fifth, the size and weight of locomotives to be used on turnpike roads. The restriction which prohibits steam engines from being used or erected within twenty-five yards of a turnpike road, without being screened or hidden in some manner is, by the 6th section, declared not to extend to prohibit the use of locomotive steam engines for ploughing within that distance, provided the precaution be taken of placing a signalman on the road to guard against accidents. In cities and towns the local authorities are to make orders to regulate the time during which steam engines may pass through their streets as well as the speed which is not in any case to exceed two miles an hour. The principle, *sic utere tuo ut alienum non ledas*, is, in this Act, carried to its utmost limit, for the saving clause is of the most enlarged scale, and embraces sufficient to be almost prohibitory. "Nothing in this Act contained shall authorize any person to use a locomotive which may be so constructed or used as to be a public nuisance at common law, and nothing herein contained shall affect the right of any person to recover damages in respect of any injury he may have sustained in consequence of the use of a locomotive." Notwithstanding the permission to use locomotives, it might be extremely difficult to prove that a locomotive engine on a high road can be used so as to be otherwise than a nuisance; and notwithstanding the use of all the precautions by the Act prescribed, the owner of a locomotive steam-engine may be cast in damages for an accident unavoidable with even its most careful use on a public highway.

Cap. LXXXV.—*An Act to amend the laws relating to procurators in Scotland.*

By this Act the apprenticeship and admission of persons desirous of acting as procurators is very nearly assimilated to our practice in England with respect to the admission of attorneys and solicitors. The apprenticeship must be for four years, except in the case of those candidates who shall have taken a degree in arts in any one of the universities of Great Britain or Ireland, or who shall be a member of any of the councils of the Scottish universities, who are to serve an apprenticeship of three years. There is to be an examination as to general knowledge, and to law, and legal training and practice, and the certificate of the examiners must report the candidate qualified for admission. A register of procurators is to be kept by the sheriff of each county or place, and gentlemen are liable to have their names struck off for misconduct. Such shortly are the clauses of this Act which only have an interest to us on this side the Tweed, in that they are like our own regulations in the matter of the admission of attorneys and solicitors.

JUDICIAL STATISTICS, 1864.

PART II.

These returns contain information with respect to the superior Courts of Common Law, and the County Courts and other courts for the recovery of small debts, also the Bankruptcy Courts, the Courts of Equity, and the Divorce and Probate Courts, the Admiralty Court, and the Ecclesiastical Courts. The proceedings of the Judicial Com-

mittee of the Privy Council, and of the House of Lords are also reported.

With regard to the common law courts the nature of the offences tried by the Crown side of the Court of Queen's Bench is, as stated by the officers of the court, conspiracies, perjuries, assaults, nuisances, and other misdemeanours, and occasionally, but rarely, felonies.

The total amount of fees received in the Crown office in 1864 was £578 9s. 9d. In 1863 the amount was £607 8s. 4d., and higher in each of the four years preceding. No fees are now allowed to be taken for duties performed in any of the Government departments. The total number of writs of summons issued in the three superior courts was 113,158, and of writs of *capias* 520, both being above the average for the previous five years; the appearances entered were 30,116, and the judgments 36,564; the executions numbered 25,574; all these except the last being above the average. The number of causes entered for trial at Westminster was 2,501, and those entered for *Nisi Prius* at the assizes was 1,322. Of those entered for trial at Westminster 965 were defended, and 112 undefended, no fewer than 1126 were withdrawn or struck out. The number of suits entered for trial at *Nisi Prius*, including the counties palatine of Durham and Lancaster was 1,370, and the total tried was 986; in 1863 the total number tried was 997; in 1862, 1,059; in 1861, 1024; in 1860, 965. In the number of judgments in the superior courts there is an increase, that for 1864 being 36,564, and for 1863, 33,743.

In the 113,158 suits commenced by writ of summons the number of appearances entered was 30,116, or 26·6 per cent. of the number of writs issued. It would therefore appear that 73·4 per cent. of the cases commenced were uncontested, the defendants at once settling the claims, except where judgment was obtained in default of the entry of an appearance. It appears remarkable in how slight a degree the proportion borne by the number of appearances entered to the number of writs of summons issued varies from year to year. In 1863 it was 27·0 per cent.; 1862, 26·6 per cent., the same as in 1864; in 1861 it was 25·4; and in 1860, 26·2 per cent. Out of the total number of 113,158 suits commenced, those brought to judgment only numbered 36,564, leaving 76,594, in which no proceedings were taken beyond the issue of the writ of summons.

The returns furnished by the chamber clerks show the business in the chambers of each of the judges of the three superior courts of common law. The total number of summonses was 41,123, and of other proceedings 106,108, this being a very slight variation from previous years. Although the business of these courts, judging from the aggregate number of the proceedings, does not appear to increase, there is a considerable addition to the Sutors' Fee Fund, arising, we may conclude, solely from the fees levied from suitors.

County courts continue to show a large decrease in the number of plaints entered, and this decrease appears to increase in its proportions from year to year, and it would seem that since the year 1859 the business has fallen off about 20 per cent. As it is, nearly one-half of all the plaints are settled out of court, and of those decided by the Court 95 per cent. of the judgments were for the plaintiff. On the other hand we find that a larger amount was recovered on this decreased number of judgments than in the previous year, which shows that the claims were respectively larger in amount.

The thirty-three local civil courts of ancient jurisdiction figure in these returns, and in most instances, for an inconsiderable amount of business. In nine of them no proceedings took place. The Sheriffs' Court of London and the Court of Passage at Liverpool are the most important, but there is nothing in the returns worthy of remark except the gradual and continued decline of the business transacted under these special jurisdictions.

The proceedings in the Bankruptcy Court show the number of adjudications in London to have been 2,311, and in the country district courts, 1,537, there were

3,376 adjudications in the county courts, making up a total of 7,224, being a decrease of 1,246 as compared with the number for the preceding year. In 4,253 of these adjudications the debts of the bankrupt did not exceed £300, and in 5,324 there was no dividend. Seeing that the number of bankruptcies in 1863, in which there was no dividend, was about 17 per cent. of the whole number, and in 1864 was 30 per cent., we may draw the conclusion that the benefits of the Bankruptcy laws, such as they are, induce those whose debts and transactions are of small amount, to avail themselves of these courts. Whether the increase in the number of petty cases is to be considered a favourable symptom, we are very much disposed to question, as it is probable that more real distress arises both to debtors and creditors whose dealings have not been extensive, than to those merchants whose names figure for large sums. The number of trust deeds under the 192nd section of the Bankruptcy Act, 1861, was 3,604, of which 2,208 were deeds of assignment; 1,348 deeds of composition; and 48 deeds of inspectorship. The amount received for fees by the messengers for business under the Act, was £34,496 15s. 2d., those received by the registrars of country county courts amounted to £12,177. The total revenue of the Court for the year was £176,815, being an increase of £52,707, or 42.4 per cent. on the amount of the previous year.

In the business of the Court of Chancery there was an increase in the year 1864. At the commencement of the year there were 472 causes set down for hearing, and there were 2,362 set down during the year, and at the end of the year 531 remained to be heard. Although more cases were disposed of than in previous years, the number remaining unheard was larger than the average. The number of petitions disposed of was 2,767; in this also there is a considerable increase, both on the number of the previous year and on the average of the five years from 1859 to 1863. The orders on special motions and on summons also, show larger numbers than those of previous years. Petitions and motions of course are not on the increase, and this, no doubt, is partly accounted for by the fact that under the new practice several petitions of course are gone out of use, and many are presented at the Rolls, and are not included in this part of the return. The sum of £746 is the increase in the amount of fees levied in the registrar's office for stamps on orders drawn up by them.

Again this year we have to record the fact that the Lord Chancellor and the Lords Justices never sat together, but we find that the total number of days on which the several courts of chancery sat exceeds by 32 the number of the previous year. The practice of trial by jury still finds but little favour with chancery suitors, three trials by jury only took place in 1864, and one remained for hearing. The inconvenience of the present courts, without doubt, accounts, in some measure, for the fact that this mode of trial is not more frequently adopted, and, until more suitable buildings are provided, we shall look in vain for the full development of this useful part of proceedings in chancery. The orders made in the chambers of the Master of the Rolls and of the three vice-chancellors, numbered 19,291 against 17,908 in 1863; and in this, as in every other item, the increase of the business of the Court of Chancery is clearly shown. Whether the new jurisdiction now given to the county courts will make any difference in this, we shall be unable to decide until the returns for the year 1866 come in. There is also an addition to the number of petitions presented, and in every branch of the Court the business gradually progresses in an increasing ratio every year. The Accountant-General's return indicates the enormous amount of this business, when it shows the payments into court to have been nearly twenty-one millions, and the payments out of court more than nine millions and a-half. These sums stand to 26,215 different accounts.

The Registrar of the High Court of Admiralty of

England has furnished a return showing the proceedings of the Court for the year ended the 31st day of December, 1864, in which the proceedings are classified under different descriptive heads, and which show the number of causes pending at the commencement of the year, the number instituted during the year, and the amount for which the causes were entered. On each item there is an increase, and in the last the amount is nearly double that of the previous year.

The Divorce Court still seems to increase in favour, if we are to judge by the amount of its business. The total number of petitions filed was higher than the average. It is higher than the number for any year with the exception of 1858. The total number of petitions filed during the seven years the Court has been established is 2,137, and the total number of judgments given is 1,207. There is also a proportionate increase in the amount of the fees received.

The return of the appeals and proceedings before the Judicial Committee of the Privy Council in the year 1864, shows that 40 appeals were heard and determined, and that 114 remained for hearing.

The House of Lords heard 36 appeals in 1864, and left 42 undisposed of. In the preceding year the number of causes heard was 25, and the number which remained for hearing was 31. There were in all 64 appeals and causes in error presented to the House of Lords in 1864, being 14 more than in the previous year, when they amounted to 50 only.

In the same manner that the public revenue increases, so does the legal business of the country increase with the population. The degree of usefulness to be assigned to these returns is difficult to estimate, but as the trouble with which they are compiled must be enormous, and the expense of printing great, there are probably many to whom some one or other part of them is of immediate interest.

EQUITY.

WILL—SURVIVOR—ACCRUING SHARES.

Wilmott v. Fleritt, V.C.K., 13 W. R. 856.

That the Court of Chancery has never yet abandoned its time-honoured claim to adjudicate according to its discretion, and not according to the strict analogies of law, is clearly indicated by the fact that the Court occasionally changes its principles, just as a minister sometimes changes his politics, without resigning his seat or his power of appointing to a certain number of the loaves and fishes of office. A capricious old lady is the arbiter of the destinies of Lincoln's-inn. She decided one way twenty years ago; she may decide another way now, if she pleases; and, in fact, is very likely to do so, unless the series of cases affecting the point immediately before her have all consisted of very similar circumstances, and received precisely the very same adjudication. What doctrine of equity is there which has not undergone such a succession of modifications as not to be, at the present day, almost the reverse of what it at first was? These metamorphoses of legal rules are the results, not so much of the officious caprices of equity judges, as the direct effect of the high prerogative claimed by the Court, which accordingly decides each question before it with too close a regard to the supposed "equity" of the particular case, and too great a disregard of precedents. If judge-made law is valuable in any respect, it must be for its practical adaptation to actual contingencies; and lest it might be virtually a mere argument *a particulari*, it ought to be founded on as wide an induction of cases as possible. But the fact is, as stated, that an equity judge considers himself imbued with a degree of discretion never claimed by the common law tribunals; he, consequently, does not study to apply the law and principles relating to the case before him as strictly as a due regard to philosophic method and general rules would require. *Hinc illa lachrymæ.*

An equity judge appears in the jural heavens, illumined with a vast halo of justice and "equity;" but his orbit is too eccentric to be calculated with the precision necessary for the purposes of practical life. But are many of the doctrines of equity really in the chaotic state we suggest? and is a suitor in the present moiety of the nineteenth century so much at the mercy of a particular vice-chancellor? At present we shall endeavour to sustain our views on this question by reference only to a single doctrine. It is, however, one which is discussed in almost every testamentary case—the very class of instruments which the Court of Chancery claims to be peculiarly her own.

We have rarely, if ever, met with a will in which the word "survivors" did not occur. Surely, by this time, if the tripod of Vice-Chancellors could declare anything with certainty (*si quid Apollo nuntiat veri*), every one learned and unlearned should know the meaning of this term both at law and in equity. *Diis aliter visum*. So ambiguous are the doctrines of the Court on the meaning of the trissyllable, that in the principal case the bill was filed (and most properly) by the surviving trustee under a will, to obtain the opinion of the Court on the meaning of the ominous term.

Even as late as the time of Sir William Grant the word "survivors" was generally considered as simply equivalent to "other," without any light to this effect from the context: *Barlow v. Salter*, 17 Ves. 479. This case, however, was soon overruled by numerous others, which decided that some aid from the context was necessary to affect the grammatical meaning of the term; although this import of the word so ill accords with the most usual intentions of testators, that the Courts have frequently strained, even at insignificant passages in the context, so as to construe the term as meaning "others:" *Eyre v. Marsden*, 2 Keen, 564, 4 M. & C. 231; *Hawkins v. Hamerton*, 16 Sim. 410, 13 Jur. 2. Unless, however, some corroborative light is derived from the context, the word latterly is never construed others. A like disposition of the Court to tie up the meaning of the word survivorship is indicated by the analogous rule, that a clause disposing of the share of a devisee or legatee dying before a certain period, does not, without some clue from the context, extend to a share accruing under the clause in question. For instance, if there is a devise to four as tenants in common, and if one die before twenty-one, that it shall survive to the others. If one dies, his share will survive to the other three; but if a second dies, then, as a general rule, it is only the second's original share, and not the accrued share of the first, that will go over to the remaining two: *Pain v. Benson*, 3 Atk. 80. The effect of particular expressions to carry the accrued as well as the original shares has been also a bountiful source of litigation, and was one of the questions discussed in the principal case. The words "share" (*Rickett v. Gillermerd*, 12 Sim. 88), "portion" (*Bright v. Rowe*, 3 My. & K. 316), have been held insufficient to pass the accruing shares, while the words "the whole" (*Sillick v. Booth*, 1 Y. & C. C. 121, 739), "benefit of survivorship" (*In re Crawhall's Trusts*, 2 Jur. N. S. 892), have been held adequate to pass both accrued and original shares. This latter ruling, indeed, received no slight damage in a collision with *Morley v. Richardson*, 2 Jur. N. S. 362, 25 L. J. Ch. 335. The point, as we shall presently find, is still *sub judice*. It is not, indeed, as easily expounded by general rules as another and more frequent question connected with the meaning of the word survivors, which constituted the leading point in the principal case.

This question is whether the term means survivors indefinitely or at some precise point of time. Where the gift is unprecedented by any prior limitation, the word is of course used in order to prevent a lapse by the death of any of the objects in the testator's lifetime; and hence it has never been doubted that in such cases the word points to the death of the testator as the period when the survivors are to be reckoned.

In cases where the gift was preceded by a prior limita-

tion, the construction of the term was not altogether so easy, because the determination of the precedent interest was, in the absence of any special direction by the testator, as likely to denote the period when the survivors should be reckoned as the death of the testator. The Courts, however, at first applied the rule established in cases where the gift was immediate to cases of the latter class, and referred the period in both alike to the death of the testator. This rule was considered the only rational one, where the limitation to the survivors was to them as tenants in common; because an indefinite survivorship was supposed to be equivalent to making them joint tenants. This reasoning might suit very well cases of immediate gifts, but was not equally applicable to cases where a precise period, viz., the determination of the preceding estate could be fixed upon; for such a precise period was of course very different from an indefinite survivorship. Moreover, a tenancy in common, with an *express* indefinite survivorship, is different in its effects from a joint tenancy, the survivorship in which may be barred by a severance of the joint tenancy. The early cases, however, uniformly refer the period of survivorship to the death of the testator in order to prevent a lapse.

Although, since 1 Vict. c. 26, no lapse occurs of a devise to a child who leaves children surviving him, yet it was certainly no part of the policy of that statute to alter settled rules of construing terms of ordinary occurrence in wills. No argument was founded on the Wills Act in the principal case, and none, we believe, is under any circumstances fairly deducible from the Act in respect of the proper period of survivorship, with reference to which a clause is to be construed.

The death of the testator then was the *point d'appui* in all the old cases which likewise made no distinction between gifts of real and personal property.

The old rule was distinctly recognised in *Lord Bindon v. Earl of Suffolk*, 1 P. W. 96 (a case reversed, indeed, by the House of Lords on special grounds, but the principle of which was acted upon subsequently in *Roebuck v. Dean*, 2 Ves. Jun. 267); *Russell v. Long*, 4 Ves. 553; *Bass v. Russell*, Tamlyn, 18; *Clark v. Lubbock*, 1 Y. & C. C. 492; *Ashford v. Haines*, 21 L. J. Ch. 496. There is a host of other cases to the same effect, which are cited in 2 Jarm. on Wills, 674, 3rd ed.

The case of *Brograve v. Winder*, 2 Ves. Jun. 634, points to the turning of the tide; in that case the old rule was departed from on the ground that the subject of the gift to the survivors (which was the produce of lands devised to be sold), was not *in esse* until the death of the tenant for life, that being the time when the sale was to be made. This period accordingly was, in that case, substituted for the old epoch—the testator's death.

In the next case, *Newton v. Ascough*, 19 Ves. 534, Sir William Grant departed from the old rule only on the same special ground. The ruling in *Brograve v. Winder*, continued for some time to be followed in numerous subsequent cases, but only upon the like special ground, or because some other bequest was limited to the same objects in that manner, so that if these were the only authorities in this direction, the old rule would not have been greatly disturbed.

These cases, however, were soon followed by others, in which the naked doctrine, that the period of distribution was to be the date when the survivors were to take, was distinctly established, and apart from any special grounds contained in the context of the will. These were the cases of *Cripps v. Woolcott*, 4 Madd. 11; *Broen v. Lord Kenyon*, 3 Madd. 410; *Gibbs v. Tait*, 8 Sim. 32; *Wordsworth v. Wood*, 2 Jarm. on Wills, 686; and *Blewitt v. Roberts*, 10 Sim. 491, 4 Jur. 501; *Neathway v. Reed*, 3 D. M. & G. 18; and *Salisbury v. Petty*, 3 Hare, 86. Numerous other cases are cited in Jarman, who considers it as settled, that where there is a gift to A. for life, remainder to B., C., D., and E., and the survivors, those only who survive A. will take, at all events if the limitation comprises only personality.

And there is, in short, no case since *Brown v. Bigg*, 7 Ves. 279, in which the old doctrine has been extended to limitations of personality.

It is doubtful, however, whether any of the foregoing cases can be considered an authority in a like question respecting realty; for, in the cases of *Garland v. Thomas*, 1 B. & P. N. R. 82, and *Edwards v. Symonds*, 2 Jarm. on Wills, 674, 678, which were decided since *Brown v. Bigg*, the old rule was recognised in respect of realty. In both these cases the devise was to individuals *nominatim*. But in the still more recent case of *Doe d. Long v. Prigg*, 8 B. & Cr. 231, a like ruling was made where the devise of realty was to a class.

Mr. Jarman admits that the cases of *Garland v. Thomas*, *Edwards v. Symonds*, and *Doe v. Prigg*, forbid the application of the modern rule to devises of real estate. For this, however, he finds no reason except in the tendency of the courts to favour a vesting of devises of realty. Another reason can, we think, be found in the fact that every devise of realty is specific, or, at all events, was so before 1 Vict. c. 26.

Mr. Jarman has differed from Vice-Chancellor Kindersley, and several other of the judges, in considering a residuary devise of land specific even since 1 Vict. c. 26. Yet, with respect to the present point, he inclines to assimilate the rules of real and personal property. The general principle of assimilation, no doubt, is sound; but we think that the balance of convenience is in favour of referring the period of survivorship, where the context admits of it, to the testator's death.

Besides the death of the testator, or of the tenant for life, there is a third period which is better suited than either in cases where there is a devise, after the death of a tenant for life, to a class, and a limitation of the share of any dying without issue to the survivors. The death of the legatee, dying without issue, is, in such cases, the date when the survivors are to take. Cases of this third category are generally more easy of solution than those where the question is whether the death of the testator or of the tenant for life is the date when the survivors are to be reckoned. The principal case was of this third description. A testator gave his residuary, personal, and real estate to his wife for life, and, after her decease, he directed his trustee to sell the realty and hold the proceeds and also the personalty, in trust, to pay and divide the same equally amongst his four children (*nominatim*), but if any one or more should die before his or her share or shares should have become payable, leaving issue, then such issue were to take his, her, or their respective parents' share or shares; but if any one or more of his said children should die before his or her share or shares should become payable, leaving no lawful issue, then such share or shares should devolve upon his surviving child or children.

Vice-Chancellor Wood held that the survivorship of the children was to be ascertained at the death of the legatee, and not at the death of the tenant for life; and his Honour considered that the fact of there being a sale at the death of the tenant for life did not affect the question; we presume because it was directed for the convenience of the estate. The Vice-Chancellor also considered that the accruing shares went over as the original shares.

His Honour considered that the case fell within the principle of *White v. Baker*, 8 W. R. 533. The principal case appears to have had little in common with the latter case. In it a testator, after giving income of £5,000 stock to W. for life, gave it, after her decease, to E. and A. in equal shares, and in case of the death of either of them in the lifetime of W., then upon trust to pay the whole of the fund and interest to the survivor of E. and A. The Lords Justices held that A. was entitled upon the death of E., living W., to a vested and indefeasible interest in the fund. Of this no one could doubt; but the principal case is not strictly analogous. On the whole, however, it tends to infringe upon the rule that

the death of the tenant for life is the period when survivorship is to be computed.

History has been not unaptly regarded as philosophy teaching by example; but after the conflict of laws and decisions narrated, it must be owned that most of our law reports are bare enumerations of particulars from which few general propositions can be deduced.

With respect to the present question the courts, on the whole, appear to lean towards limiting the comprehension, or rather, to use a logical term, the extension of the term survivors in all cases of pure personality or of a mixed fund; and in all such cases to reckon the survivors at the death of the tenant for life, or of the legatee, and not at the death of the testator. Such being the tendencies of the powers that be, as distinguished from the powers that ruled in the same tribunals twenty years ago, we fear that a devise of realty to A. and certain survivors would, in the absence of any light from the context, be extended to as few survivors as possible, and that either the period of distribution or the death of the tenant for life would be preferred to the death of the testator. This is a point respecting which conveyancers should be careful to leave open to no doubt.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor Sir W. PAGE WOOD, in Chambers.)

Campbell v. The Attorney-General, Campbell, and Others.—This was an application by Donald Campbell, formerly an officer in the 57th Regiment. On September 14 he had filed a bill to perpetuate testimony under which he applied to the chief clerk of the Master of the Rolls for a commission to examine certain aged witnesses, and he had referred the application to the Vice-Chancellor.

The bill states that the three defendants, John Campbell, applicant's elder brother, Mr. Campbell, of Glenfalloch, and Lieutenant Campbell, of Boreland, are all claimants of the earldom and estates of Breadalbane, worth £70,000 a year. His brother has presented a petition to the Crown for a grant of the title, which was referred to the Committee of Privileges in June. The other claimants have as yet only presented petitions to the Scotch Courts to be declared the nearest heirs of the late marquis under the entails. John Campbell and the applicant claim to be the lineal descendants and direct heirs male of the body of John, first Earl of Breadalbane. The others claim through an uncle of the first earl.

John Campbell's ancestors were engaged in both of the rebellions of 1715 and 1745, and until very lately none of his family were in a position to assert their rights. He is now upwards of eighty years of age, and childless, and has no desire to proceed with his claim or take any active part in the proceedings, which are therefore prosecuted chiefly by the applicant, who is married and has several sons.

The witnesses whose evidence it is wished to perpetuate are "divers ancient persons," of ages ranging from seventy-seven to one hundred, who reside in Scotland.

Mr. Downing Bruce (instructed by Messrs. Cuddon & Miles) appeared in support of the application, and urged the necessity for the commission being issued immediately.

The VICE-CHANCELLOR at first inclined to order the motion to stand over till November, but afterwards, in consideration of the extreme age and precarious health of the witnesses, ordered the Commission to issue at once, due notice of the time and place fixed for the examination of witnesses being sent to the defendants.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Oct. 16.—*In re Cordosa*.—Mr. Sedgwick appeared on behalf of a creditor in support of an application under the 198th section of the Act for leave to render process available notwithstanding the execution by the debtor of a deed of composition under the 192nd section.

Mr. Sargood, for the debtor, took a preliminary objection to the hearing, on the ground that the affidavits in support of the motion had not been filed and served in accordance with the 17th rule.

In answer to the COURT,

Mr. Sedgwick stated that he proposed to examine the debtor, and also the trustee under the deed, for the purpose of showing that the necessary assents had not been obtained.

Mr. Sargood objected.

The COURT held that a creditor who applied under the 198th section for leave to render process available, must be prepared with evidence in support of his motion, and that it was not open to him to commence at the time appointed for the hearing an examination touching the validity of the deed.

The application was then dismissed with costs.

Mr. Reed appeared for the trustees under the deed.

(Before Mr. Registrar ROCHE.)

Oct. 17.—*Re H. S. Withers*.—This was an adjourned audit meeting, and the case is one of considerable importance to trade assignees.

It appeared that a sum of about £280 was supposed to have been received on account of the estate by the creditors' assignee, but who stated that the money was in fact received and retained by his solicitor. It also appeared that this sum had been so retained by him for a period of upwards of twelve months. An adjournment of the audit meeting having been ordered, a portion of that amount had recently been paid into the Bank of England by the solicitor to the credit of the estate.

The learned REGISTRAR observed that this was one of the cases which brought discredit upon the administration of the law of bankruptcy. The creditors' assignee was personally responsible, and the official assignee had frequently urged the calling of a dividend meeting, but none had been held. He (the Registrar) said that if this were a dividend meeting the creditors, under section 175 of the Act of 1861, might, after hearing an explanation of the assignee, debit him with a sum not exceeding £20 per cent. per annum on any sum exceeding £50 retained by him for any period beyond a week. He should forthwith direct the creditors' assignee to call a dividend meeting, the costs of which would not be allowed out of the estate. The creditors might then charge the assignee with interest upon any sum improperly retained by him in accordance with the section before adverted to. If this course were not immediately adopted, he (the Registrar) should feel it his duty to bring the case before the Commissioner.

The solicitor to the creditors, complaining of the retention of the money, said that he should endeavour to see that the suggestions of the learned Registrar were forthwith attended to.

—*In re Charles Vallancey Lewis*.—At a first meeting, held this day, under the failure of this bankrupt, who was described as of 2, Raymond-buildings, Gray's-inn, and 10, Regent-square, St. Pancras, attorney-at-law, several proofs of debt were tendered and admitted, and Mr. Barnett Lee, of 6, Bristol-gardens, Maida-hill, was appointed creditors' assignee. A preliminary statement of accounts filed in court shows that the bankrupt owes a sum of £3,140 to unsecured creditors, and £1,283 to creditors holding security with assets of unascertained value. The failure is attributable to decline of business, heavy charges, and the non-receipt of outstanding debts.

MANSSION-HOUSE POLICE COURT.

Oct. 17.—The Lord Mayor had his attention called by Mr. Oke, the chief clerk, to a communication which had been addressed to him by a gentleman in a Government department, who has for some years past conducted prosecutions instituted by his department at this court. The writer referred to a regulation recently made by the Lord Mayor to be in future observed in the Justice-room, to the effect that no person would be permitted to act there as an advocate, attorney, or solicitor, for any party in any case, unless such person was a barrister-at-law, a certificated attorney, or solicitor or the known articulated clerk of an attorney or solicitor, retained for a party. He desired to know if such a rule would exclude him from prosecuting as before on the part of the Government, he, perhaps, not coming strictly within any of those definitions.

Mr. Oke reminded the Lord Mayor that the regulation was not intended to apply to any person who was by statute enabled to act as an attorney without having been actually admitted an attorney, such as the solicitors to public de-

partments and others privileged by the 6 & 7 Vict. c. 73, and 23 & 24 Vict. c. 127. Nor was it meant to apply to any gentleman, not an articulated clerk, representing a Government department, or to the solicitors of those departments, although not admitted as attorneys. For years past the gentlemen representing the solicitors to the Treasury, the Post-office, the Mint, and the Customs, had attended occasionally at this court to conduct prosecutions instituted by their departments, and the rule of course would not affect them.

The LORD MAYOR said, of course it would not, nor was it ever intended to do so. All persons privileged by law, and persons representing great departments, would appear as before, the rule never being meant to prohibit them.

GENERAL CORRESPONDENCE.

SOLICITOR'S CHARGES.

Sir,—I have seen in your columns on this subject reference made to the Scotch plan of charging a per centage on the value of the subject-matter of the business. I had supposed such charge would, like a broker's commission, cover everything except stamps, &c. I never saw the bill of costs of a Scotch W. S. till the other day. It was on the marriage of a Scotch lady with an English gentleman. There were Scotch and English deeds, the former drawn by him, the latter by the English solicitor; the actual business about equal. The W. S. charged for most of the business—such as journey, drawing, perusing, and copying in detail—if anything, more than we do. For instance, the English settlement (nine skins), for which we should charge for perusing, copying, and examining engrossment in duplicate £7 10s., the W. S. charges—"revising the English settlement (twenty-seven sheets), £12 10s." Having charged in detail more than the English solicitor, he concludes with—"per centage on the annual value of provision secured by the settlement (about £1,800), £56 14s." In other words, the English charges, exclusive of disbursements, are under £40; the Scotch above £100! Is it possible that Scotchmen can generally pay for law business at such a rate? J. M.

APPOINTMENTS.

Mr. DANIEL PARKER PELLATT, of Banbury, has been appointed borough clerk of the peace of that place in the stead of Mr. Richard Henry Rolls, deceased.

Mr. T. J. BREMIDGE has been appointed clerk of the peace of the city and county of Exeter, vacant by the death of Mr. Gidley.

IRELAND.

PRESENTATION TO LANCELOT STUDDERT, ESQ., LL.D.

The clergy throughout the country, and especially the readers of the *Ecclesiastical Gazette*, have noticed the numerous questions and the careful answers given on legal matters, in the columns of that periodical. As years passed on these questions became a most important part of the paper, and the answers of "LL.D." were generally free from ambiguity. There was no disputing the legal *dicta*; there was no denying that "LL.D." was one who united great legal knowledge to an earnest desire to enable the clergy to obey the law, and to avoid its penalties. For four years and a-half this lawyer remained a "great unknown," until gratitude drew aside the veil, and he was discovered to be Lancelot Studdert, Esq., LL.D. Gratitude is sometimes defined to be a lively anticipation of future favours. We are glad to find that in this case it had reference to the past, and that the result was the presentation of a massive and very valuable gold watch, manufactured by McCabe, of London, with the following inscription:—"Presented to Lancelot Studdert, Esq., LL.D., by many friends, in recognition of his services to the United Church as an Ecclesiastical Lawyer. 1865." We congratulate Dr. Studdert on this worthy acknowledgment of his services on the part of those to whom he has been a benefactor. Among the subscribers are—the Primate, the Bishop of Derry, the Archdeacon of Dublin, the Regius Professor of Divinity, the Dean of Ferns, and A. J. Stephens, Esq., Q.C., D.C.L. We heartily wish Dr. Studdert long to enjoy this honour, the only one his friends were able to bestow upon him.

COUNTY COURT ORDERS AND FORMS IN EQUITY.

(Continued from page 1047.)

SCHEDULE OF FORMS TO THE COUNTY COURT ORDERS IN EQUITY FOR REGULATING THE PRACTICE OF COUNTY COURTS.

1.

UNDERTAKING BY NEXT FRIEND OF INFANT TO BE RESPONSIBLE FOR DEFENDANT'S COSTS.

In the County Court of —, holden at —.

I, the undersigned —, being the next friend of A. B., who is an infant, and who is desirous of entering a plaint [or of taking proceedings] in this court against C. D. of, &c., hereby undertake to be responsible for the costs of the said C. D. of, &c., in the cause, and that if the said A. B. fail to pay to the said C. D., when and in such manner as the Court shall order, all such costs of such cause as the Court shall direct him to pay to the said C. D., I will forthwith pay the same.

Dated this — day of —. (Signed)

2.

AFFIDAVIT IN SUPPORT OF APPLICATION FOR SUBSTITUTED SERVICE.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

I, J. S. of [address and description], make oath and say as follows:—

State facts showing that defendant has been within the jurisdiction of the County Courts at some time not more than two years before the plaint was filed, and that he is beyond the seas. Or, that upon inquiry at his usual place of abode (if he had any), or at any other place or places where, prior to the time when the plaint was filed, he might probably have been met with, he could not be found so as to be served, and that in either case there is just ground to believe that he has gone out of the realm or otherwise absconded to avoid being served, and that service on J. N. will be effective to reach C. D.

Then state deponent's means of knowledge of the facts deposed to.

Sworn, &c.

3.

ORDER FOR SUBSTITUTED SERVICE.

In the County Court of — holden at —.

In the suit of A. B. v. C. D.

It appearing to me, upon the affidavit of — that it is desirable for the purposes of this suit that service of the plaint be made upon — at —, and that such service be deemed good service on the defendant C. D., I do order that service of the plaint and summons in this suit be deemed good service upon the said defendant C. D.

Dated this — day of —. J. S., Judge.

4.

ADMINISTRATION.—[Clause 1 of section 1.]

By Creditor.

Plaint in equity.

In the County Court of —, holden at —.

A. B. of, &c. [address and description], plaintiff, and

C. D. of, &c. [address and description], defendant,

A. B., the above-named plaintiff, states as follows:—

1. E. F., late of —, was, at the time of his death, and his estate still is, indebted to the plaintiff in the sum of [here insert nature of debt and security, if any].

2. The said E. F. duly made his last will, dated the — day of —, and thereof appointed C. D. executor [or devised his estate in trust, &c., or died intestate, as the case may be].

3. The said will was duly proved by the said C. D. [or letters of administration were granted, &c.]

4. The defendant has possessed himself of the personal [and real or the proceeds of the real] estate of the said E. F., and has not paid the plaintiff his said debt.

5. The said E. F. died on or about the — day of — and had his last place of abode within the jurisdiction of this Court. [Omit this if C. D. has his place of abode within the jurisdiction of this Court].

6. The whole of the personal [and real] estate of the said E. F. does not exceed in amount [or value] the sum of £500.

7. The plaintiff prays that an account may be taken of the personal [and real] estate of the said E. F., deceased, and that the same may be duly administered under the

decree of the Court, and for such further or other relief as the Court may think fit.

This plaint was filed by — of —, attorney for the plaintiff, or by — of —.

By Legatees (Specific).

Omit paragraph 1, and commence paragraph 2, E. F., late of — duly made his last will, dated the — day of —, and thereof appointed C. D. executor, "and by such will bequeathed to the plaintiff [here state the specific legacy]."

For paragraph 4 substitute—

The defendant is in possession of the personal estate of the said E. F., and, *inter alia*, of the said [here name the subject of the specific bequest].

For the commencement of paragraph 7, substitute—

The plaintiff prays that the defendant may be ordered to deliver to him the said [here name the subject of the specific bequest], or that, &c.

By Legatees (Pecuniary).

Omit Paragraph 1, and substitute for paragraph 2, E. F., late of — duly made his last will, dated the — day of —, and thereof appointed C. D. executor, and by such will bequeathed to the plaintiff a legacy of £—.

In paragraph 4, substitute "legacy" for "debt."

By Legatees (Residuary).

Omit paragraph 1, and substitute for paragraph 2, E. F., late of — duly made his last will, dated the — day of — and thereof appointed C. D. executor, and by such will bequeathed to the plaintiff the residue [for a part of the residue] of his personal [or, and the proceeds of his real] estate.

In paragraph 4, substitute "the residue [or share of residue] so bequeathed" for "said debt."

Next of kin.

For paragraphs 1, 2, 3, and 4, substitute—

1. E. F. late of — was at the time of his death possessed and entitled of personal estate.

2. He died on or about the — day of — intestate.

3. Letters of administration were duly granted to the defendant, and that he has possessed himself of the personal estate of the deceased [leave out "letters of administration were duly granted to the defendant and that" if none have been granted].

4. That the plaintiff is next of kin [or one of the next of kin] of the said E. F.

5.

EXECUTION OF TRUSTS.—[Clause 2 of section 1.]

Plaint in Equity.

In the County Court of — holden at —.

A. B. of, &c. [address and description], plaintiff, and

C. D. of, &c. [address and description], the or

one of the *cestui que trusts* (see rule 6 of 15 & 16 Vict. c. 86. s. 42), defendant.

A. B., the above-named plaintiff, states as follows:

1. He is one of the trustees under a deed of settlement bearing date on or about the — day of — made upon the marriage of the said E. F. and G. H., the father and mother of the defendant [or a deed of assignment of the estate and effects of E. F. for the benefit of C. D. the defendant, and other the creditors of E. F.]

2. The said A. B. has taken upon himself the burden of the said trust, and is seized of — [or in possession of or of the proceeds of] the lands, tenements, and hereditaments [goods and chattels], conveyed [or assigned] by the before-mentioned deed.

3. The trust estate [or fund] does not exceed in amount [or value] the sum of £500.

4. The said C. D. claims to be entitled to a beneficial interest under the before-mentioned deed.

5. The plaintiff is desirous to account for all the rents and profits of the said lands, tenements, and hereditaments [and the proceeds of the sale of the said or part of the said lands, tenements, and hereditaments, or goods and chattels, or the proceeds of the sale of or part of the said goods and chattels, or the profits accruing to the plaintiff as such trustee in the execution of the said trust]; and he prays that the Court will take the accounts of the said trust, and also that the whole of said trust estate may be administered in the Court for the benefit of the said C. D., the defendant, and all other persons who may be interested in such administration, in the presence of the said C. D., and such other persons so interested as the Court may direct, or that the said C. D. may show good cause to the contrary.

This plaint was filed by — of —, attorney for the plaintiff, or by —.

[N.B.—Where the suit is by a *cestui que trust* the plaint may be modelled, *mutatis mutandis*, on the plaint by a legatee.]

6.

FORECLOSURE.—[Clause 3 of section 1.]

Plaint in equity

In the county court of — holden at —.

A. B. of, &c. [address and description] plaintiff, and

C. D. of, &c. [address and description] defendant.

A. B., the above-named plaintiff, states as follows:—

1. By an indenture of mortgage bearing date on or about the — day of —, 18 —, a freehold [copyhold or leasehold] cottage, with the garden and appurtenances, situated within the jurisdiction of this Court, were conveyed [or assigned] by the defendant to him, the plaintiff, his heirs [or executors, administrators], and assigns, for securing the principal sum of £—, together with interest thereon after the rate of £5 per centum per annum, subject to redemption upon payment by the said defendant of the said principal and interest at a day long since past.

2. There is now due from the defendant to the plaintiff the sum of £—, for principal and interest on the said mortgage.

3. The plaintiff prays that the Court will order the defendant to pay him the said sum of £—, with such further interest as may accrue between the filing of the plaint and the day of payment, and also the costs of this suit, on some day to be named by the Court, and in default that the equity of redemption of the said mortgaged premises may be foreclosed, or that the said premises may be sold, and the proceeds applied in and towards the payment of the said principal, interest, and costs; and he prays that for that purpose all proper directions may be given and account taken by the Court.

This plaint was filed by — of —, attorney for the plaintiff, or by —.

REDEMPTION.

Transpose parties and also the facts in paragraph 1.

For paragraph 2 substitute—

2. There is now due from the plaintiff to the defendant, for principal and interest on the said mortgage, the sum of £—, which the plaintiff is ready and willing to pay to the defendant, of which the defendant, before filing this plaint, had notice.

For paragraph 3 substitute—

The defendant prays that he may redeem the said premises, and that the defendant may be ordered to reconvey [or reassign] the same to him upon payment of the said sum of £— and interest, with such costs as the Court may order [if any], upon a day to be named by the Court, and that the Court will give all proper directions for the preparation and execution of such reconveyance [or assignment], and doing such other acts as may be necessary to put him into possession of the said premises, freed from the said mortgage.

7.

SPECIFIC PERFORMANCE.—[Clause 4 of section 1.]

Plaint in equity.

In the County Court of — holden at —.

A. B. of, &c. [address and description] defendant, and

C. D. of, &c. [address and description] plaintiff.

A. B., the above-named plaintiff, states as follows:—

1. By an agreement dated the — day of — and signed by the above-named defendant C. D., he the said C. D. contracted to buy of [or sell to] him certain freehold property, therein described and referred to, for the sum of £—.

2. He has applied to the said C. D. specifically to perform the said agreement on his part, but that he has not done so.

3. The said A. B. has been, and still is ready and willing specifically to perform the agreement on his part, of which the said C. D. has had notice.

4. The plaintiff prays that the Court will order the said A. B. specifically to perform the said agreement, and to do all acts necessary to put the said A. B. in full possession of the said property [or to accept a conveyance and possession of the said property], and to pay the costs of the suit.

This plaint was filed by — of —, attorney for the plaintiff, — or by —.

[N.B.—In suit for delivery up to be cancelled of any agreement, omit paragraphs 2 and 3, and substitute a paragraph

stating generally the grounds for requiring the agreement to be delivered up to be cancelled, such as that the plaintiff signed it by mistake, under distress (?) duress, or by the fraud of the defendant, and alter the prayer according to the relief sought.]

8.

UNDER TRUSTEE RELIEF ACT.—[Clause 5 of section 1.]

Proceeding in equity.

In the county court of — holden at —.

In the matter of —.

The petition of A. B. of, &c. [address and description]

Showeth,—1. That by a deed of settlement bearing date the — day of — made upon the marriage of C. D. with E. F., certain freehold property in the settlement mentioned was conveyed to [or that C. D., deceased, by his will bearing date the — day of — and proved on the — day of — by your petitioner and G. H. in the Prerogative Court of the Archbishop of Canterbury, certain freehold property in the will mentioned was devised to] the petitioner, together with G. H., upon certain trusts, *inter alia* [here set out the clause or portion of the trust deed or will upon which the order of the Court is required].

2. That the said G. H. died on or about the — day of —, leaving the petitioner surviving trustee.

3. That disputes and doubts have arisen under the clause before set out, as to whether [here set out the specific question upon which the opinion, advice, or direction of the Court is required].

4. That the trust estate [or fund] to which this proceeding relates does not exceed in value the sum of £500.

5. That the persons interested in this application are I. J. of, &c. [address and description], K. L. of, &c.

6. Your petitioner prays the Court to declare its opinion, advice, or direction whether [here state specific question which the Court is asked to determine].

This petition was filed by — of —, attorney for the plaintiff, or by —.

N.B.—By statute 23 & 24 Vict. c. 38, s. 9, this must be signed by counsel.

9.

UNDER TRUSTEE ACTS.

Proceeding in equity.

In the county court of — holden at —.

In the matter of —.

The petition of A. B. of, &c. [address and description]

Showeth,—1. That C. D., deceased, by his will bearing date the — day of — and proved on the — day of — by your petitioner and G. H. in the Prerogative Court of the Archbishop of Canterbury, certain freehold property in the will mentioned was devised to [or that by a deed of settlement bearing date the — day of — made upon the marriage of C. D. with E. F., certain freehold property in the settlement mentioned was conveyed to] the petitioner, together with G. H., upon certain trusts.

2. That the said G. H. died on or about the — day of —, leaving the petitioner surviving trustee.

3. That the said trusts are still unexecuted, and that the petitioner is unable by reason of having left the neighbourhood [or his bodily infirmity, or any cause for relinquishing trust] further to execute the said trusts; that it is for the advantage of the parties beneficially interested in the due execution of the trust that new trustees be appointed by the Court in the place of the petitioner.

4. That — and — of, &c. [address and description] are proper persons to appoint as such trustees.

5. That I. J. of, &c. [address and description], and L. M. of, &c. [address and description], are the persons beneficially interested in the said trust.

6. Your petitioner prays that the said — and — or some other persons to be named by the Court be appointed trustees in his place and stead, and that the cost of the proceeding be ordered to be paid out of the trust fund, and to give such directions as may be necessary for executing such order.

This petition was filed by — of —, attorney for the plaintiff, or by —.

10.

MAINTENANCE AND ADVANCEMENT OF INFANTS.—[Clause 6 of section 1.]

Proceeding in equity.

In the County Court of —, holden at —.

In the matter of —.

The petition of A. B. of, &c. [address and description].

Showeth,—1. That he is guardian [or trustee] of C. D., an infant, and that by the will of E. F., a sum of £— was bequeathed to the petitioner, upon trust to apply the income thereof to the maintenance and education of the said C. D. during his minority, and to pay the said principal sum of £— to the said C. D. upon his attaining the age of twenty-one years.

2. That the said C. D. is now of the age of fourteen years or thereabouts, and is now resident within the jurisdiction of this Court, and the petitioner has heretofore spent the whole of the accruing interest upon his maintenance and education.

3. That in the opinion of your petitioner it would be greatly to the interest and advancement of the said C. D. if a sum of £— was now expended by the petitioner in payment to G. H. of —, saddler, as a premium to the said G. H. to take and receive the said C. D. as his indoor apprentice.

4. The petitioner prays that he may direct him to use and appropriate the said sum of £—, part of the said principal trust money or sum of £— for the apprenticeship of the said infant accordingly.

This petition was filed by —, of —, attorney for the plaintiff, or by —.

11.

PARTNERSHIP.—[Clause 7 of section 1].

Plaint in Equity.

In the County Court of —, holden at —.

A. B. of, &c. [address and description], plaintiff, and

C. D. of, &c. [address and description] defendant.

A. B., the above-named plaintiff, states as follows:—

1. He and the said C. D., the defendant, have been for the space of — years [or months] last past carrying on business together at —, within the jurisdiction of this Court, under certain articles of partnership in writing, signed by them respectively, [or under a certain deed sealed and executed by them respectively, or under a verbal agreement between them, the said plaintiff and defendant].

2. Divers disputes and differences have arisen between the plaintiff and defendant as such partners, whereby it has become impossible to carry on the said business in partnership with advantage to the partners.

3. The whole of the property, stock, and credits of such partnership do not exceed in value the sum of £500.

4. The plaintiff desires to have the said partnership dissolved, and he is ready and willing to bear his share of the debts and obligations of the partnership according to the terms of the said articles [deed, or agreement].

5. The plaintiff prays the Court to decree a dissolution of the said partnership, and that the accounts of the said partnership trading may be taken by the Court, and the assets thereof realized, and that each party may be ordered to pay into court any balance due from him upon such partnership account, and that the debts and liabilities of the said partnership may be paid and discharged, and that the costs of the suit may be paid out of the partnership assets, and that any balance remaining of such assets, after such payment and discharge, and the payment of the said costs, may be divided between the plaintiff and the defendant, according to the term of the said articles [deed, or agreement], or that if the said assets shall prove insufficient, he, the plaintiff, and the said defendant, may be ordered to contribute in such proportions as shall be just to a fund to be raised for the payment of and discharge of such debts, liabilities, and costs. And to give such other relief as the Court shall think fit.

This plaint was filed by — of —, attorney for the plaintiff, or by —.

[N. B.—In suits for winding-up of any partnership omit the prayer for dissolution; but instead thereof insert a paragraph stating the fact of the partnership having been dissolved.]

12.

NOTICE OF APPLICATION FOR ORDER IN THE NATURE OF INJUNCTION.—[Clause 8 of section 1.]

Proceeding in Equity.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Take notice that I, A. B., intend to apply at the sitting of the Court at aforesaid on the — day of — [or to Mr. Judge — at his sittings at —, or at — on the — day of — as the case may be] for an order in the nature of an injunction to restrain C. D. from further prosecuting an action which he has commenced against me in the Exchequer

of Pleas to recover damages for the breach of the contract for the specific performance of which this suit was commenced [or to restrain him from receiving and giving discharges for any of the debts due to the partnership in the matter of the partnership between us for the winding-up of which the suit was commenced, or from digging the turf from the land which was agreed to be sold by him to me, by the agreement the specific performance of which this suit is commenced to enforce, or as the case may be].

Dated this — day of — 186—.

A. B.

To C. D.

[N. B.—Where the order in the nature of an injunction is to be applied for against a party whose name and address does not appear upon any proceeding already filed in the suit, it must be stated in full to enable the high bailiff to serve the notice.]

13.

SUMMONS ON PLAINT.

No. of Plaint in Equity.

In the County Court of — holden at —.

(Seal)

A. B. [address, description], plaintiff,

C. C. [address, description], defendant.

You are hereby summoned to appear at a County Court, to be holden at — on the — day of — at the hour of — in the — noon, to shew cause why the relief prayed for in the plaint hereunto annexed should not be granted.

Dated this — day of — 186—.

Registrar.

To C. D. defendant [or one of the defendants].

N. B.—If you do not attend either in person or by your attorney at the time and place above mentioned, such decree or order will be made and proceedings taken as the judge may think just and expedient.

[Endorsement on Summons.]

If you desire to lessen the amount of costs which you may be put to, you should follow such of these directions as may apply.

If you desire to admit the truth of the allegations in the plaint, and to submit to the judgement of the Court, you may, at any time before the return day of the original summons, appear before the registrar, and in his presence sign an admission of the truth of the plaint and a consent to abide by and perform any decree or order the Court may make.

If you desire to disclaim any interest in the subject-matter of the suit, or if you intend at the hearing to deny any of the statements in the plaint, or raise any question of law upon such statement without admitting the truth thereof, you may deliver to the registrar, within eight days after the service of the summons upon you, a statement signed by you to that effect.

If you intend to rely on a set-off, infancy, coverture, a statute of limitation, or a discharge under a bankrupt or an insolvent Act, as a defence, you must give notice of such special defence to the registrar five clear days before the day of hearing, and such notice must contain the particulars required by "The County Court Rules, 1857;" and you must deliver to the registrar as many copies of such notice as there are plaintiffs, and an additional copy for the use of the Court. If your defence be a set-off, you must, with each notice thereof, deliver to the registrar a statement of the particulars thereof.

Summonses for witnesses and for the production of documents will be issued upon application at the office of the Court upon payment of the proper fee.

14.

NOTICE TO ADMIT AND INSPECT.

In the county court of — holden at —.

In the suit of A. B. v. C. D.

Take notice that the plaintiff [or defendant or petitioner] proposes to adduce in evidence on the trial in this cause [or matter] the several documents hereunder specified, and that the same may be inspected by the defendant [or plaintiff or petitioner], his attorney or agent, at — on —, between the hours of —; and the defendant [or plaintiff or petitioner] is hereby required, within forty-eight hours from the last-mentioned hour, to admit that such of the said documents as are specified to be originals were respectively written, signed, or executed as they purport respectively to have been; that such as are specified as copies are true copies; and that such documents as are stated to have been served, sent, or delivered, were so served, sent, or delivered respec-

tively, saving all just exceptions to the admissibility of all such document as evidence on such trial.

Dated the — day of —.

G. H., attorney for —.

To E. F., attorney for —.

ORIGINALS.

| Description of the Documents. | Date. |
|-------------------------------|-------|
| | |
| | |

COPIES.

| Description of Documents. | Dates. | Original or Duplicate served, sent, or delivered, when, how, and by whom. |
|---------------------------|--------|---|
| | | |
| | | |

15.

APPLICATION FOR SUMMONS TO PRODUCE.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

To the registrar of the above court.

I, A. B. [or C. D.], hereby apply for a summons to issue, calling upon —, of —, to attend the court upon the — day of —, and then and there to produce the following documents.

A. B. [or C. D.]

ORIGINALS.

| Description of the Documents. | Date. |
|-------------------------------|-------|
| | |
| | |

COPIES.

| Description of Documents. | Dates. | Original or Duplicate served, sent, or delivered, when, how, and by whom. |
|---------------------------|--------|---|
| | | |
| | | |

16.

SUMMONS TO WITNESS.

No. of Plaintiff in Equity.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

You are hereby required to attend at [Court House in —] on — the — day of — 186—, at the hour of — in the — noon, to give evidence in the above cause on behalf of the [plaintiff or defendant, as the case may be] and then and there to have and produce [the several documents hereunder specified], and all other books, papers, writings, and other documents relating to the said action, which may be in your custody, possession, or power. In default of your attendance, you will be liable to a penalty of £10.

Dated this — day of — 186—.

To —.

Registrar.

[Here insert list of documents mentioned in the application for the summons.]

17.

DEFENDANT'S ADMISSION.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

I, the undersigned defendant, admit the truth of the allegations in the plaint, and hereby submit to the judgment of the Court thereon.

(Signed)

C. D., defendant.

Signed in the presence of —.

[This paper marked (A) is the paper referred to in the annexed affidavit.]

18.

AFFIDAVIT OF SIGNATURE TO DEFENDANTS' ADMISSION.

No. of plaint of Equity.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

I, — of — gentleman, an attorney of Her Majesty's court of —, at Westminster, make oath and say, that I was present on the — day of —, 186—, and did see the above-named C. D., the defendant, sign the statement hereunto annexed, marked with the letter A, and that the name set to the said statement is in the handwriting of the defendant, and that the name set to the said statement as the witness attesting the same is in my handwriting.

Sworn at —, in the county of —, this }
— day of —, 186—, before me —. }

19.

DEFENDANT'S STATEMENTS.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

I, the undersigned defendant [or one of the defendants] disclaim all interest under the will of the said E. F. in the plaintiff named [or as heir-at-law of, or as next of kin, or one of the next of kin of E. F. deceased in the said plaintiff named].

Or, I the undersigned defendant state, that I admit [or deny] [here repeat in the language of the plaint the statements admitted or denied].

Or I, the undersigned defendant submit that upon the facts stated in the plaint it does not appear that there is any agreement which can be legally enforced [or that it appears upon the said plaint that I am jointly liable with one E. F., who is not a party to the suit, and not severally liable as by the plaint appears, or that it appears by the said plaint that G. H. should have been a joint plaintiff with the said A. B. in the said suit, or as the case may be].

Or that the plaintiff has conveyed [or assigned] his interest in the said mortgage [or equity of redemption] to one I. J. [or that I have conveyed or assigned to H. L., by way of further charge for securing the sum of £—, the equity of redemption in the property sought by the suit to be foreclosed.]

Or that since the dissolution of the partnership, the plaintiff has executed a deed under seal, whereby the plaintiff covenants to discharge all debts and liabilities of the partnership, and generally to release me from all claims and liabilities either by or to himself and others in respect of the said partnership trading, or as the case may be.]

(Signed)

C. D., defendant.

Where filed by attorney add—

This statement was filed by —, of —, attorney for the defendant.

20.

DECRETAL ORDER.—ADMINISTRATION SUIT.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D. or

In the matter of the petition of A. B.

It is ordered that the following accounts and inquiries be taken and made; that is to say,
In creditor's suit.

1. That an account be taken of what is due to the Plaintiff and all other the creditors of the deceased.

In suits by legatees.

An account be taken of the legacies given by the testator's will.

In suits by next of kin.

An inquiry be made and account taken of what, or of what share, if any, the plaintiff is entitled to as next of kin [or one of the next of kin] of the intestate.

[After the first paragraph, the decretal order will, where necessary, order, in a creditor's suit, inquiry and accounts for legatees, devisees, heirs-at-law, and next of kin. In suits by claimants other than creditors, after the first paragraph in all cases an order to inquire and take an account of creditors will follow the first paragraph, and such of the others as may be necessary will follow, omitting the first formal words. The form is continued as in a creditor's suit.

3. An account of the funeral and testamentary expenses.

4. An account of the personal estate of the deceased come to the hands of the defendant, or to the hands of any other person by his order or for his use.

5. An inquiry what part (if any) of the personal estate of the deceased are outstanding and undisposed of.

6. And it is further ordered that the defendant do, on or before the — day of — next, pay into Court all sums of money which shall be found to have come to his hands, or to the hands of any person by his order or to his use.

7. And that if the registrar shall find it necessary for carrying out the objects of the suit to sell any part of the personal estate of the deceased, that the same be sold accordingly.

8. And that Mr. — be receiver in the suit for proceeding], and receive and get in all outstanding debts and outstanding personal estate of the deceased, and pay the same into the hands of the registrar, [and shall give security by bond for the due performance of his duties to the amount of £—.]

9. And it is further ordered, that if the personal estate of the deceased be found insufficient for carrying out the objects of the suit, then the following further inquiries be made, and accounts taken, that is to say,

10. That an inquiry be made what real estate the deceased was seised of or entitled to at the time of his death.

11. What are the incumbrances (if any) affecting the real estate of the deceased, or any part thereof.

12. An account, so far as possible, of what is due to the several incumbrancers, and to include a statement of the priorities of such of the incumbrancers as shall consent to the sale hereinafter directed.

13. And that the real estate of the deceased, or so much thereof as shall be necessary to make up the fund in court sufficient to carry out the object of the suit, be sold, with the approbation of the judge, free from incumbrances (if any) of such incumbrancers as shall consent to the sale, and subject to the incumbrances of such of them as shall not consent.

14. And it is ordered, that — shall have the conduct of the sale of the real estate, and shall prepare the conditions and contracts of sale, and the abstract of title, subject to the approval of the registrar, and that in case any doubt or difficulty shall arise, the papers shall, with the like approval, be submitted to —, Esquire, to settle.

15. And it is further ordered, that, for the purpose of the inquiries hereinbefore directed, the registrar shall advertise in the newspapers according to the practice of the Court, or shall make such inquiries in any other way which shall appear to the registrar to give the most useful publicity to such inquiries.

16. And it is ordered, that the above inquiries and accounts be made and taken, and that all other acts ordered to be done be completed, before the — day of —, and that the registrar do certify the result of the inquiries, and the accounts, and that all other acts ordered are completed, and have his certificate in that behalf ready for the inspection of the parties on the — day of —.

17. And lastly, it is ordered that this suit [or matter] stand adjourned for making a final decree to the — day of —.

[Such part only of this decretal order is to be used as is applicable to the particular case.]

21.

FORM OF ORDER UNDER ORDER VI. RULE 14, OR UNDER ORDER XII.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

It appearing to me that it will be for the benefit of the estate that the remaining outstanding debts be sold, I do order that the debts now due to the estate of E. F. the testator [or intestate], in the plaintiff in this suit mentioned be sold as soon as conveniently may be by — [the receiver], by private contract [or public auction], for the highest price that can be obtained for the same.

Dated this — day of —. J. S., judge.

22.

FORM OF ORDER UNDER ORDER VI. RULE 14, OR UNDER ORDER XII.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

It appearing to me that it is necessary for carrying out the objects of this suit that the real estate [or part of the real estate] of the deceased be sold, I do order that all that freehold [copyhold or leasehold] messuage or tenement, &c. [setting out parcels as in last conveyance], being the real

[or part of the real] estate of E. F., late of —, in the county of —, deceased, the testator [or intestate] in the plaintiff in the suit mentioned, be offered for sale by public auction at the — Hotel, at — by Mr. —, auctioneer, and be then and there sold [provided the sum bid for the same be not less than £—, or] to the highest bidder without reserve.

Dated this — day of —.

J. S. judge.

23.

DECRETAL ORDER FOR REFERENCE IN FORECLOSURE SUIT BY LEGAL MORTGAGEE.

In the County Court of — holden at —.

In the suit of A. B. v. C. D.

It is ordered that it be referred to the registrar to take an account of what is due to the plaintiff for principal and interest on the mortgage mentioned in the plaintiff (making allowance on one side or the other for any rents or profits received by the plaintiff and for any sums of money lawfully expended by the plaintiff about the mortgaged premises), and to tax the plaintiff's costs of this suit, and that the registrar do certify to the Court on the — day of — what he shall find to be due for principal and interest as aforesaid, and for costs; and upon the defendant paying into court what shall be certified to be due to the plaintiff for principal and interest as aforesaid, together with the said costs, within six months after the registrar shall have presented his certificate; it is ordered that the plaintiff do re-convey the said mortgaged premises, free and clear from all incumbrances done by him, or any claiming by, from, or under him, and do deliver up to the registrar all deeds and writings in his custody or power relating thereto, and that upon such reconveyance being made, and deeds and writings being delivered up, the registrar shall pay out to the plaintiff the said sum so paid in as aforesaid, for principal, interest, and costs; but in default of the defendant paying into court such principal, interest, and costs as aforesaid, by the time aforesaid, then it is ordered that the defendant do stand absolutely debarred and foreclosed of and from all equity of redemption of, in, and to the said premises, and the registrar is to settle the conveyance if the parties differ about the same; and it is further ordered, that after the expiration of the said six months, the plaintiff shall be at liberty to apply to the Court for a final decree for the foreclosure of the said mortgage.

N.B.—Where the state of the account is ascertained at the first hearing, instead of the order of reference to the registrar, begin, It is declared that the sum of £— is now due to the plaintiff for principal and interest on the mortgage mentioned in the plaintiff, and it is ordered that the registrar do tax the plaintiff's costs of this suit, and that]

24.

DECRETAL ORDER OF SALE IN A SUIT BY A LEGAL OR EQUITABLE MORTGAGEE OR PERSON ENTITLED TO A LIEN.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

It is ordered that it be referred to the registrar to take an account of what is due to the plaintiff for principal and interest on the mortgage [or equitable mortgage or lien] mentioned in the plaintiff, and to tax the plaintiff's costs of this suit, and that the registrar do certify to the Court on the — day of — what he shall find to be due for principal and interest as aforesaid, and for costs; and upon the defendant paying into court what shall be certified to be due to the plaintiff for principal and interest as aforesaid, together with the said costs, within six months after the registrar shall have presented his certificate; it is ordered that the plaintiff [do re-convey the said mortgaged premises free and clear from all incumbrances done by him, or any claiming by, from, or under him, and] do deliver up to the registrar all deeds and writings in his custody or power relating thereto, and that upon such reconveyance being made, and deeds and writings being delivered up, the registrar shall pay out to the plaintiff the said sum so paid in as aforesaid for principal, interest, and costs; but in default of the defendant paying into Court such principal, interest, and costs as aforesaid by the time aforesaid, then it is ordered that the said mortgaged premises [or the premises subject to the said equitable mortgagee or lien] be sold with the approbation of the registrar: and it is ordered that the money to arise by such sale be paid into Court, to the end that the same may be duly applied in payment of what shall be found due to the plaintiff for principal, in-

terest, and costs as aforesaid, and that the balance (if any) shall be paid to the defendant.

25.

DECRETAL ORDERS.—DISSOLUTION OF PARTNERSHIP.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

It is declared that the partnership in the plaint mentioned between the plaintiff and defendant ought to stand dissolved as from the — day of —, and it is ordered that the dissolution thereof as from that day be advertised in the *London Gazette*, &c.

And it is ordered that — be the receiver of the partnership estate and effects in this suit, and do get in all the outstanding book debts and claims of the partnership.

And it is ordered that the following accounts be taken :

1. An account of the credits, property, and effects now belonging to the said partnership.

2. An account of the debts and liabilities of the said partnership.

3. An account of all dealings and transactions between the plaintiff and defendant from the foot of the settled account exhibited in this suit and marked (A), and not disturbing any subsequent settled accounts.

And it is ordered that the good-will of the business heretofore carried on by the plaintiff and defendant as in the plaint mentioned, and the stock in trade be sold on the premises, and that the registrar may, on the application of any of the parties, fix a reserved bidding for all or any of the lots at such sale, and that either of the parties are to be at liberty to bid at the sale.

And it is ordered that the above accounts be taken, and all the other acts required to be done be completed, before the — day of —, and that the registrar do certify the result of the accounts, and that all other acts are completed, and have his certificate in that behalf ready for the inspection of the parties on the — day of —.

And lastly it is ordered that this suit stand adjourned for making a final decree to the — day of —.

26.

FINAL DECREE FOR FORECLOSURE.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Whereas it appears to the Court that the defendant has not paid into court the sum —, which was, on the — day of — last, certified by the registrar to be due to the plaintiff for principal and interest upon the mortgage in the plaint mentioned, and for costs, pursuant to the decretal order made in this suit on the — day of — last, and that the period of six months has elapsed since the said — day of —.

It is ordered that the defendant do stand absolutely debarréd and foreclosed of and from all equity of redemption of, in, and to the said mortgaged premises.

27.

PARTNERSHIP.

Final Decree.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

It is ordered that the fund now in Court, amounting to the sum of £—, be applied as follows :

1. In payment of the debts due by the partnership set forth in the registrar's certificate, amounting in the whole to £—.

2. In payment of the costs of all parties in this suit, amounting to £—. [These costs must be ascertained before the decree is drawn up.]

3. In payment of the sum of £— to the plaintiff as his share of the partnership assets, and of the sum of £—, being the residue of the said sum £— now in court to the defendant as his share of the partnership assets.

[Or, and that the remainder of the said sum of £— be paid to the said plaintiff [or defendant] in part payment of the sum of £— certified to be due to him in respect of the partnership accounts.

And that the defendant [or plaintiff] do, on or before the — day of — pay to the plaintiff [or defendant] the sum of £— being the balance of the said sum of £— due to him which will then remain due].

28.

NOTICE OF DECRETAL ORDER TO ABSENT PARTY.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Take notice that on the — day of — the decree, of

which a copy is hereunto annexed, was made in this cause, and that from the service of this notice you will be bound by the proceedings in the above cause in the same manner as if you had been originally made a party to the suit, and that you may attend the proceedings under the said decretal order, and that you may apply to the Court to add to the decretal order.

Registrar.

To —.

29.

NOTICE TO CREDITOR TO PROVE HIS CLAIM.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

You are hereby required to prove the claim sent in by you against the estate of A. B., deceased, by filing such affidavit as you may be advised in support thereof, and by giving notice thereof to me on or before the — day of — next, and by attending at my office on the — day of —, 186—, at — o'clock in the —noon, being the time appointed for adjudicating upon the claim.

Dated this — day of —, 186—.

Registrar.

To —.

30.

NOTICE TO CREDITOR OF ALLOWANCE OF CLAIM.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

The claim sent in by you against the estate of A. B., deceased, has been allowed at the sum of £—, with interest thereon at — per cent. per annum, from the — day of —, 186—, and £— for costs.

[If part only allowed, add, if you claim to have a larger sum allowed, you are hereby required to prove such further claim, by filing such affidavit as you may be advised in support thereof, and by giving notice thereof to me on or before the — day of — next, and by attending at my office on the — day of —, 186—, at — o'clock in the —noon.

Dated this — day of —, 186—.

Registrar.

31.

REGISTRAR'S CERTIFICATE.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

In obedience to the decretal order of this Court, made in the above suit, I hereby certify that the result of the accounts and inquiries [or of the sale and apportionment] which have been taken and made in pursuance of the — made in this —, dated the — day of —, 186—, is as follows:—

The plaintiffs and defendants have attended by themselves or by their respective attorneys.

Notice of decretal order.

Notice of the said decretal order of the — day of —, 186—, has been served upon —.

The persons so served include all the —, now living, and the personal representatives of such of them as are dead, except such as are parties to this suit, and except —, hereinafter named —.

Service of notice of the said decretal order upon the said — was dispensed with.

Personal estate account.

The defendant —, the executor [or administrator] of —, the testator [or intestate], named in the said —, have received personal estate to the amount of £—, and they have paid, or are entitled to be allowed on account thereof, sums to the amount of £—, leaving a balance due from [or to] them of £— on that account.

References to account.

The particulars of the above receipts and payments appear in the account marked A. verified by the affidavit of the said defendant — filed the — day of — and the account marked B. verified by the affidavit of — filed the — day of — and which accounts are to be filed with this certificate.

Variations from accounts.

Except that in addition to the sums appearing in such account to have been received, the said defendant [or plaintiff] is [or are] charged with the following sums (that is to say), £— and except that of the items of disbursement in the said account I have disallowed those numbered — and I have deducted from the item numbered — the sum of £— and from the item numbered — the sum of £— and in addition to the disbursements appearing in such account the defendant ha paid and been allowed the sum of £—.

Special allowances in accounts.

The payments allowed to the said defendant [or plaintiff] in the said account include the sum of £ — paid into court to the credit of this cause on the — day of — 186—. Reference to transcript of account.

The before-mentioned account marked A. has been altered, and the account marked A. B., and which is also to be filed with the certificate, is a transcript of the said account marked A. as altered and passed.

No Personal Estate received.

The defendant — the executor [or administrator] of the testator [or intestate] named in the said — have not nor hath any or either of them, or any person or persons by their or any or either of their order, or for their or any or either of their use, received any part of the personal estate of the said testator [or intestate].

Funeral Expenses.

The funeral expenses of the testator [or intestate], amounting to the sum of £ — have been paid and are allowed the defendant [or plaintiff] the executor [or administrator] of the said testator [or intestate] in the said account of personal estate [hereinafter mentioned].

Debts.

The debts of the testator [or intestate], including the plaintiff [or plaintiff] which have been allowed are set forth in the — schedule hereto, and with the interest thereon, and costs mentioned in the said schedule, are due to the plaintiff and the other persons therein named, and amount altogether to £ —. No other person has been allowed, or come in and proved, any debt against the estate of the said testator [or intestate], and the time fixed by advertisement for that purpose has expired.

Such of the said debts as are specially are set forth in the first part of the said — schedule, and amount to £ —; such as are simple contract are set forth in the second part of said — schedule, and amount to £ —.

Interest on Debts.

The interest on such debts is computed down to the date of this certificate, and after the rate of £4 per centum per annum, from the — day of —, 186—, the date of the said decretal order unless otherwise specified in the said schedule.

Legacies and Annuities.

The legacies given by the testator, other than annuities, are set forth in the first part of the — schedule hereto, and, with the interest therein mentioned, remain due to the persons therein named, and amount altogether to £ —.

The annuities given by the testator, with the arrears due thereon, are set forth in the second part of the said — schedule. Such arrears amount to £ —.

Interest on legacies.

The interest on such legacies is computed down to the date of this certificate, and after the rate of £4 per centum per annum, from the — day of —, 186—, the end of one year after the testator's death, unless otherwise specified in the said schedule.

The arrears of the annuities are computed to the date of this certificate, and from the testator's death, unless otherwise specified in the said schedule.

Outstanding Estate.

The personal estate of the said testator [or intestate] [not specifically bequeathed] outstanding or undisposed of consists of the particulars set forth in the — schedule hereto. Real Estate.

The real estate which the said testator [or intestate] was seised of or entitled to consists of the particulars set forth in the — schedule hereto.

Incumbrances on Real Estate.

The incumbrances affecting the said testator's [or intestate's] real estate are specified in the — schedule hereto. Rents and Profits Account.

The defendants [or plaintiff] — the trustee named in the said decretal order have received rents and profits of the testator's real estate — to the amount of £ — and they have paid or are entitled to be allowed on account thereof sums to the amount of £ — leaving a balance due from [or to] them of £ — on that account.

No Rents and Profits received.

The defendants [or plaintiffs] — the trustees named in the said decretal order have not, nor hath any or either of them, or any person or persons by their or any or either of

their order, or for their or any or either of their use, received any sum or sums of money on account of the rents and profits of the testator's [or intestate's] real estate.

Next of kin.

The next of kin, according to the statutes for the distribution of the effects of intestates, of —, the intestate named in the said — living at the time of his death were —, of whom the said — have since died.

The legal personal representative of the said —

The legal personal representative of the said —

The legal personal representative of the said —

Dated this — day of —. Registrar.

32.

NOTICE THAT REGISTRAR'S CERTIFICATE MAY BE INSPECTED.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Take notice that the certificate of the result of the inquiries made and accounts taken by me under the decretal order of this Court, made on the — day of — in this cause, lies in my office and can be inspected by you up to and inclusive of the — day of — [here insert the day before the cause is further heard].

Dated this — day of —.

To —, Registrar.

33.

BOND TO BE GIVEN BY RECEIVER.

Know all men by these presents, that we A. B. of, &c., and C. D., of, &c., and E. F., of, &c., are jointly and severally held and firmly bound to G. H., registrar of the County Court of — holden at —, in £ — to be paid to the said G. H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves, and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this — day of — one thousand eight hundred and —.

And whereas a plaint in equity has been filed in this court by A. B. against C. D. for the purpose [here insert object of suit].

And whereas the said A. B. has been appointed, by order of the above-mentioned court, to receive the rents and profits of the real [or freehold or copyhold or leasehold] estate [or estates] [and to get in the outstanding personal estate] of C. D., the testator in the said plaint named.

Now the condition of this obligation is such, that if the above bounden A. B. do and shall duly account for all and every the sum and sums of money which he shall so receive on account of the rents and profits of the real estates, and in respect of the personal estate of the said C. D. for as may be] at such periods as the said Court shall appoint, and do and shall duly pay the balances which shall from time to time be certified to be due from him as the said Court hath directed or shall hereafter direct, then this obligation shall be void and of none effect, otherwise shall remain in full force and virtue.

A. B. (L.S.)

C. D. (L.S.)

Signed, sealed, and delivered by the above bounden in the presence of

Note.—If deposit of money be made the memorandum thereof should follow the terms of the condition of the bond, and will not require a stamp.

34.

WARRANT OF EXECUTION ON A DECREE OR ORDER OF THE COURT FOR THE PAYMENT OF MONEY.

In the County Court of — holden at —.

In the suit of A. B. v. C. D.

Whereas on the — day — 186—, this Court did, in the matter of this suit, decree [or order] that A. B. [or C. D.] should pay to C. D. [or A. B.] [or should pay into Court] the sum of —: And whereas a copy of such decree [or order] was duly served upon A. B. [or C. D.] as the case may be: and whereas the said A. B. [or C. D.] has not paid the said sum of money according to the said decree [or order]: These are, therefore, to require and order you forthwith to make and levy, by distress and sale of the goods and chattels of the said A. B. [or C. D.], wheresoever they may be found within the district of this court (excepting the wearing apparel and bedding of him or his family, and the tools and imple-

ments of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount directed to be paid by the said decree [or order], including the costs of this execution, and also to seize and take any money or bank notes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money, of A. B. [or C. D.] which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of the Court, this — day of —, 186—. By the Court,

To the High Bailiff of the said Court, —, Registrar.
and others the bailiffs thereof.

Amount ordered to be paid.....£
Costs.....£

Total amount to be levied£

35.

WARRANT OF ASSISTANCE.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Whereas, according to the tenor and true meaning of a decree [or an order] bearing date the — day of —, 186—, made in the matter of this suit, the said defendant, C. D., was ordered to deliver up possession to A. B., in the said order named, of all that, &c. [as in order]; and whereas a copy of such decree [or order] was duly served upon the said C. D., yet nevertheless he, the said C. D., and other ill-disposed persons, his accomplices, have refused to pay obedience thereto, and detain and keep the possession of the said house [or tenement and premises]. These are, therefore, to authorize and require you to forthwith enter into and upon the said message [or tenement and premises], and that you do remove, eject, and expel the said C. D., his tenants, servants, and accomplices, each and every of them, out of and from the said message [or tenement and premises], and every part and parcel thereof, and that you do place and put the said A. B. and his assigns into the full, peaceable, and quiet possession thereof, and defend and keep him and his said assigns in such peaceable and quiet possession when and as often as any interruption may or shall from time to time be given or offered to them, or any of them, according to the true intent and meaning of the said order; and herein you are not in anywise to fail.

Given under the seal of the Court, this — day of —, 186—. By the Court,

To the high bailiff of the said court,
and others the bailiffs thereof.

36.

WARRANT OF POSSESSION.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Whereas on the — day of —, 186—, this Court did in the matter of this suit decree [or order] that you, the high bailiff of this court, should [or that A. B. should] take possession of the goods and chattels of E. F. deceased, in the said suit mentioned, and which at the date of the said order were in the possession of the defendant [and sell and convert the same into money or keep and hold the same to abide the further order of the Court, as the case may be].

These are therefore by virtue of the said decree [or order] and the statute in such case made and provided to will and require, authorize and empower, you and every one of you to whom this warrant is directed forthwith to enter into and upon the house and houses of the said C. D., and also in all other place or places belonging to the said C. D. where any of the goods or chattels, part of the estate of the said E. F., deceased, are suspected to be; and there to seize all the goods and chattels whatsoever belonging to the estate of the said E. F., deceased.

And in case of resistance, or of not having the key or keys of any door, or lock of any premises belonging to the said C. D., where any of the goods or chattels, part of the estate of the said E. F., are suspected to be, you shall break open

or cause the same to be broken open, for the better execution of this warrant.

Given under the seal of the Court, this — day of —, 186—. By the Court,

To the high bailiff of the said court,
and others the bailiffs thereof.

37.

NOTICE OF CHANGE OF ATTORNEY.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

To the registrar of the Court.

Take notice that I, A. B. [or C. D.] have hitherto employed as my attorney G. H., of —, in the above-mentioned cause, but that I have ceased to employ him, and that my present attorney is I. K., of —.

A. B. [or C. D.]

38.

ORDER OF REVIVOR.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D.

Upon application of [here state by whom the application is made and the events which have happened rendering it necessary to apply], I do order that this suit stand revived and be in the same plight and condition as the same was in at the time of the said abatement.

Dated this — day of —.

J. S., Judge.

39.

ORDER OF PAYMENT OF LEGACY INTO COURT OF CHANCERY.

In the County Court of —, holden at —.

In the suit of A. B. v. C. D., or in the matter of —.

Whereas it has been found by this Court by its decree of the — day of — in this suit [or matter] that K. L. of — is entitled to the sum of —, and whereas the said K. L. is an infant [or absent beyond seas], and it appearing to the Court that it is desirable that, under the power given to it by the 5th section of the 28 & 29 Vict. c. 99, C. D., the defendant in this suit [or matter, or as the case may be], should be ordered to pay such sum of money to the Accountant-General of the Court of Chancery, in accordance with the provisions of section 32 of the Act 36 Geo. 3, c. 52, it is ordered that the said [—] pay the same accordingly, and do, within — days produce to the registrar of this court the certificate of the said Accountant-General of the payment to him of such money.

By the Court,

—, Registrar.

[ENDORSEMENT ON LAST ORDER].

N.B.—Your attention is drawn to the following provisions of the Act 36 Geo. 3, c. 52, and to the rule of this Court.

Any legacy or sum of money to which any person who is an infant or absent beyond seas may be found or declared entitled by any county court in any suit or matter under this Act may be ordered by the Court to be paid to the Accountant-General of the Court of Chancery, in accordance with the provisions of section 32 of the Act 36 Geo. 3, c. 52; and the person ordered to pay the same shall, within such time as the Court may direct, produce to the Registrar of the court the certificate of the Accountant-General of the payment of such money; and if default be made in such payment the judge may direct a warrant of execution to issue to the high bailiff of the court, who by such warrant shall be empowered to levy or cause to be levied by distress and sale of the goods and chattels of such person a sum of money equal in amount to the sum which he was ordered to pay to the said Accountant-General and to the costs incurred by reason of such default, and the sum so levied shall be paid to and be receivable by the said Accountant-General under the direction of the Court.

Rule of Court.—Where default shall be made in the production of the certificate of the Accountant-General, the registrar shall give notice in writing to the judge of the fact of such default, and the judge may thereupon direct a warrant of execution to issue in accordance with section 5 of the Act.

40.

ORDER OF TRANSFER OF SUIT OR MATTER TO COURT OF CHANCERY

In the County Court of —, holden at —.

In the suit of A. B. v. C. D. [or matter of]

Whereas it appearing that the subject matter of this suit

exceeds in amount the sum of £500, it is ordered that this suit [or matter] be transferred to the High Court of Chancery, together with the annexed certificate of the registrar of this Court, showing the state of suit [or matter] and the proceedings that have been had therein in this Court.

By the Court,
—, Registrar.

41.

GENERAL HEADING FOR AND ENDORSEMENT ON DECRETAL ORDER OR DECREE.

In the County Court of —, holden at — on the — day of —.

Upon the hearing this day of Mr. — for the plaintiffs, and upon the hearing of Mr. — for the defendants [or if some of the defendants do not appear, then for the defendants C. D., &c., and no one appearing for the defendants E. & F.] it is ordered —.

ENDORSEMENT.

Take notice that unless you obey the directions contained in this order, obedience thereto will be enforced in such manner as the law provides.

42.

MEM. TO BE PLACED AT FOOT OF EVERY SUMMONS, NOTICE, DECREE, OR ORDER OF COURT, OR ANY OTHER PROCESS OF THE COURT.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

43.

ALLOWANCE TO WITNESSES.

| | £ | s. | d. | £ | s. | d. |
|---|---|----|----|---|----|----|
| Gentlemen, merchants, bankers, and professional men, per diem, from | 0 | 10 | 0 | 1 | 0 | 0 |
| Tradesmen, auctioneers, accountants, clerks, and yeomen, per diem, from | 0 | 5 | 0 | 0 | 10 | 0 |
| Artisans and journeymen, per diem, from | 0 | 3 | 0 | 0 | 5 | 0 |
| Labourers and the like, per diem, from | 0 | 2 | 0 | 0 | 3 | 0 |
| Travelling expenses, sum reasonably paid, but no more than sixpence per mile one way, | | | | | | |

A.—SUITS AND PROCEEDINGS IN EQUITY BOOK.

No. of Plaint or Petition —

Date of Filing —

Parties Names.

| Plaintiffs. | Defendants. |
|---|---|
| | |
| | |
| | |
| Name and Address of Plaintiffs' Attorney. | Name and Address of Defendants' Attorney. |
| | |
| | |

Nature of Suit or Proceeding.

Decretal Order made on Return Day of Summons or Adjournment.

| Here set forth the nature of the Decretal Order. | Date of Hearing. | Date of Adjournment. |
|--|------------------|----------------------|
| | | |
| | | |

Proceedings.

| By Plaintiff. | | By Defendant. | |
|---|-------|--|-------|
| Letter on filing. | Date. | Letter on filing. | Date. |
| Here enter applications for substituted [or other] service of summons, subpoenas, injunctions, &c., or documents filed. | | Here enter applications for subpoenas, and filing of admissions, statements, &c. | |
| | | | |

Proceedings.

| By Plaintiff. | | By Defendant. | |
|---|-------|-------------------------------------|-------|
| Letter on filing. | Date. | Letter on filing. | Date. |
| Here enter all ex parte applications, or otherwise, and whether made by Plaintiff or Registrar, documents filed, warrants issued, &c. | | Here enter all documents filed, &c. | |
| | | | |

| Letter on filing. | Certificates. | Date. |
|-------------------|--|-------|
| | Date on which it was directed to be prepared for Court | |
| | Application to vary by | |
| | Application refused [or granted] | |
| | Date on which it was filed as confirmed [or as varied] | |

| Letter on filing. | Final Decree. | Date of making. |
|-------------------|--|-----------------|
| | Here set forth shortly the particulars of the decree, such as the acts to be done, or sums to be paid, &c. | |

| Letter on filing. | Appeal. | Date. |
|-------------------|-----------------------------|-------|
| | Here enter proceedings had. | |

| Letter on filing. | Costs Taxed. | £ | s. | d. | Date. |
|-------------------|---|---|----|----|-------|
| | Plaintiffs' Bill; | | | | |
| | Defendants' Bill; | | | | |
| | state out of what fund to be paid, &c.; | | | | |

| | Does not exceed £100. | Where it exceeds £100. |
|--|--------------------------|------------------------------|
| For calling the cause | 0 2 0 | 0 3 0 |
| For service of every summons, petition, notice, or order, not being summonses to jurors— | | |
| It within one mile of court house | 0 2 6 | 0 5 0 |
| If beyond one mile, then for every additional mile, or part of a mile | 0 0 6 | 0 0 6 |
| Where service is ordered to be personal, then an additional fee of..... | 0 3 6 | 0 5 0 |
| For affidavit of service, when required | 0 2 0 | 0 4 0 |
| For the execution of each warrant ... | 0 5 0 | 0 10 0 |
| With an allowance of mileage, double the amount of the allowance on summonses..... | | |
| Keeping possession for each day the man is actually in possession | 0 4 6 | 0 4 6 |
| 3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced to the Registrar. | | |
| Superintending sale, whether by auction or private contract, making out account, and paying money into court, £2 per cent. on first £50 so paid, and £1 per cent. on all afterwards. | | |

N.B.—Where the amount or value of the subject-matter of the suit or proceeding is not disclosed by the plaint or petition, it shall be taken not to exceed £100, and the fees charged accordingly. If, however, the judge shall subsequently certify that the amount or value of the subject-matter does exceed £100, the difference between the fees up to that time taken, and those that would have been taken had it exceeded £100, may then be taken.

[ADVERTISEMENT.]—We are requested by Messrs. J. & C. ROGERS, Solicitors, to notify that, in consequence of their present premises in Manchester-buildings being required for the purposes of the Metropolitan District Railway, their Offices are REMOVED to No. 7, Westminster-chambers, Victoria-street, Westminster.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BREWER—On Oct. 13, at Claverton-street, S.W., the wife of Edward Griffith Brewer, of Chancery-lane, of a daughter.
FOSTER—On July 23, at Milford, Christchurch, Canterbury, New Zealand, the wife of C. J. Foster, Esq., LL.D., Barrister-at-Law, of a daughter.
PRICHARD—On Oct. 16, at Albion-street, Hyde-park, the wife of Titulus Thomas Prichard, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BLELOCH—RANSON—On Oct. 10, at the Parish Church of St. Ives's, Hunts, David Bleloch, Esq., Solicitor, of London, only son of the Rev. David Bleloch, of Crew, to Martha, youngest daughter of the late J. D. Ranson, Esq., of Tripoli, Cambridgeshire.
ROTCH—SANDYS—On Oct. 10, at Leghorn, William D. Rotch, of the Inner Temple, Esq., to Florence Mary, second daughter of the late Claudius Sandys, Chaplain H.E.I.C.S., Bombay.
SMITH—SHAW—On Oct. 17, at the Parish Church, Harborne, T. Siviter Smith, Esq., of Birmingham, Solicitor, to Amina Ann, youngest daughter of William Shaw, Esq., of Clint House, Harborne.
WOTHERSPOON—DEWAR—On Oct. 10, at St. John's, Notting-hill, C. Grey Wotherspoon, of the Middle Temple, Esq., Barrister-at-Law, and of the Scotch Bar, to Jane, youngest surviving daughter of the late David Dewar, Esq., of Canonbury, and Wood-st, Cheapside.

DEATHS.

BUCHANAN—On Oct. 17, at Stratheden-terrace, New-road, Hammer-smith, Robert Hamilton Buchanan, Esq., Solicitor, aged 33.
HILL—On Oct. 12, at Oxford-square, Hyde-park, Alice Booth, the wife of James Eardley Hill, Esq., of the Middle Temple, Barrister-at-Law.
WHITMARSH—On Oct. 13, at Rye, Sussex, Henry Whitmarsh, Esq., Solicitor, aged 55.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Oct. 13, 1865.
UNLIMITED IN CHANCERY.

Pembroke Dock Mutual Benefit and Loan Society, No. 2.—Petition for winding up, presented July 31, directed to be heard before the Master of the Rolls on the next day of petitions. Beddome, Nicholas-lane, Lombard-st, agent for Wm John, Haverfordwest, Solicitor for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 13, 1865.

Ainsley, John, Newcastle-upon-Tyne, Grocer. Dec 30. Hodge & Harle, Newcastle-upon-Tyne.
Arnold, Esther, Aston-nigh-Birm, Widow. Dec 1. Beale, Birm.
Askew, Geo, Stanhope, Durham, Innkeeper. Nov 23. Thompson, Stanhope.
Burgess, Chas, Chelsea, Licensed Victualler. Nov 30. Allen & Son, Carlisle-st, Soho-sq.
Clarke, Jane, Aldermanbury, Widow. Nov 15. Wratlaw & Fuller, Rugby.
Cowell, Matthew, Fulbourn, Cambridge, Builder. Nov 25. Francis & Co, Cambridge.
Eyre, Joseph, Pennmore, Hasland, Chesterfield, Gent. Nov 21. Drabble, Chesterfield.
Eytton, Rev Robt Wynne, Vicar of Northop, Flint. Oct 21. Roberts & Co, Mold.
Gardiner, Eliz, Clifton, Bristol, Spinster. Nov 14. Fussell & Prichard, Bristol.
Hyatt, Eliz Harriet, Lee, Kent, Spinster. Nov 20. Jerwood, Ely-pl, Holborn.
Kitcher, John, Newcastle-upon-Tyne, Provision Dealer. Dec 15. Hodge & Harle, Newcastle-upon-Tyne.
Lee, Frederic, Oxford-rd, Kilburn, Gent. Dec 9. Tebbs & Sons, Gt Knightrider-st.
Marriott, John Thos, High-rd, Tottenham, Jeweller. Nov 30. Treherne & Wolferstan, Aldermanbury.
M'nam, Mary, Wakefield, York, Widow. Nov 30. Inanson & Banks, Wakefield.
Ormsby, Charles, Commander of Ship. Nov 11. Nelson, Essex-st, Strand.
Roberts, Ann, Sidney-cottages, Clapham-rd, Widow. Nov 25. Turner, Percy-st, Bedford-sq.
Seaton, Grace, Kingston-upon-Hull, Widow. Dec 13. Lightfoot & Co, Hull.
Smith, Isaac Atkins, Coventry, Gent. Dec 1. Dewes & Norton, Sunnington.
South, Martha, Bedford-row, Barnsbury-st, Islington, Spinster. Nov 20. Lloyd, Wood-st, Cheapside.
Tallmach, Richd. Serle-st, Lincoln's-inn, Gent. Nov 14. Webster, New Boswell-st.
Taylor, Edwin, Albert-rd, Mile-end, Biscuit Baker. Nov 13. Kearsey, Bucklersbury.
Thompson, Jas Clemons, Lpool, Merchant. Dec 31. Stockley & Wrigley, Lpool.
Vernon, Rev Chas, Wherstead-park, Suffolk, D.D. Oct 30. Read, Mildenhall.
Whinfield, Williamson, Shenfield, Essex, Esq. Dec 1. Postans, Brentwood.
Whinfield, John, Shenfield, Essex, Esq. Dec 1. Woodroffe, Lincoln's-inn.
TUESDAY, Oct. 17, 1865.
Ainsley, Thos, Brompton, Middx, Gent. Nov 21. Gold & Son, Serjeants-inn, Chancery-lane.
Elmor, Thos, Alfreton, Derby, Grocer. Dec 23. Burton & Browne, Nottingham.
Farnsworth, Louisa, Eccleston-st, Fimlico, Spinster. Dec 1. Pater-son & Son, Rouverie-st.
Fitzpatrick, Francis, Lisson-st, Paddington, Surgeon. Dec 1. Lovell & Co, South-sq, Gray's-inn.
Hobday, Richd, Folkestone, Kent, Gent. Dec 1. Brockman & Harrison, Folkestone.
Ostich, John, Doncaster, York, Gent. Jan 1. Turner, Leeds.
Raywood, Robt Ryecroft, Barnsley, York, Boot Merchant. Jan 1. Turner, Leeds.
Sampson, Robt, Barnsley, York, Insurance Agent. Jan 6. Smith & Burdekin, Sheffield.
Story, Wm, Crutched Friars, Hop Merchant. Dec 1. Thomson & Son, Cornhill.
Stubbs, Mary, Nottingham, Spinster. Dec 23. Burton & Browne, Nottingham.
Taylor, Robt, Tunbridge Wells, Kent, Plumber. Jan 10. Halse & Co, Cheapside.
Timpson, Robt, Drummond-st, Euston-rd, Working Jeweller. Dec 14. Webb, Euston-rd.
Watkins, Westrop, New Bond-st, General in H.M.'s Indian Army. Nov 16. Parke & Pollock, Lincoln's-inn-fields.
Dreeds registered pursuant to Bankruptcy Act, 1861.
FRIDAY, Oct. 13, 1865.
Allin, Wm, Lindfield, Sussex, Baker. Sept 28. Comp. Reg Oct 11.
Ames, Thos Haring, Cripplewood, Middx, Gent. Sept 13. Comp. Reg Oct 12.
Bamberger, Jules Simmon, Sunderland, Durham, Teacher of Languages. Oct 7. Comp. Reg Oct 12.
Barber, Wm Wright, White Horse-yd, Fetter-lane, London, out of business. Sept 1. Comp. Reg Oct 10.
Day, Robt, Newton-st, Holborn, Middx, Chimney Sweeper. Sept 16. Comp. Reg Oct 12.
Dransfield, Frank, Dewsbury, York, Blanket Manufacturer. Sept 27. Comp. Reg Oct 10.
Edge, Hy, Blackburn, Lancaster, Accountant. Sept 13. Comp. Reg Oct 10.
Evans, Reuben, Westbromwich, Stafford, out of business. Sept 7. Comp. Reg Oct 11.
Frampton, Wm John, Gt College-st, Camden Town, Middx, Silver Chaser. Oct 6. Comp. Reg Oct 12.
Glover, Annie, Hanley, Stafford, Oil Merchant. Sept 23. Comp. Reg Oct 11.
Grant, Wm, Lime-st, London, Merchant. Oct 7. Comp. Reg Oct 11.
Groombridge, Alex, Bermondsey, Surrey, Dealer in Unredeemed Pledges. Oct 7. Comp. Reg Oct 13.
Harris, Barnard, Spitalfields, Middx, Boot Manufacturer. Oct 5. Comp. Reg Oct 13.
Harrison, Gustave, Lpool, General Outfitter. Oct 6. Comp. Reg Oct 12.

Hicks, Richd Geo Montague Birch, Hyde-park, Middx, Gent. Sept 26. Comp. Reg Oct 10.
 Hughes, Hy, Wharf-rd, Hoxton, Milliner. Oct 2. Comp. Reg Oct 13.
 Hutchinson, Hy Leonard, Islington-green, Builder. Sept 21. Comp. Reg Oct 13.
 Irving, Chas Forsyth, Peckham, Surrey, Clerk. Sept 28. Arrt. Reg Oct 13.
 Jackson, Richd, Lpool, Boot Maker. Sept 19. Comp. Reg Oct 13.
 Jones, Elias, Newport, Monmouth, Ship Chandler. Sept 14. Arrt. Reg Oct 11.
 Jones, Wm, and Wm Jones, jun, Water-lane, Wine Merchants. Oct 4. Comp. Reg Oct 13.
 Jones, Wm, Lpool, Estate Agent. Sept 15. Arrt. Reg Oct 12.
 Kelsey, Wm, Golding, & Wm Cheesman, St Mary Cray, Kent, Grocers. Sept 13. Comp. Reg Oct 10.
 Lorimer, Alex, Newton Abbot, Devon, Draper. Sept 13. Asst. Reg Oct 11.
 Mabe, Wm, Sketty, nr Swansea, Glamorgan, Butcher. Oct 5. Comp. Reg Oct 12.
 Mandall, Parker, Penrith, Cumberland, Grocer. Sept 14. Asst. Reg Oct 10.
 Matthews, Hy, Sheffield, York, Joiner. Sept 25. Conv. Reg Oct 13.
 Maude, Chas Hy, Eastcheap, Merchant. Sept 16. Inspectorship. Reg Oct 12.
 McLean, Roderick, Southampton. Sept 16. Conv. Reg Oct 11.
 Moore, Thos Fisher, jun, Manch, Iron Merchant. Sept 18. Conv. Reg Oct 13.
 Moore, Geo Fredk, King-st, Hammersmith, Oilman. Sept 21. Conv. Reg Oct 10.
 Morgans, Wm, Llanstadwell, Pembroke, Waterman. Sept 13. Conv. Reg Oct 10.
 Morris, Vincent, Kensington, Riding Master. Sept 30. Comp. Reg Oct 12.
 Newbold, Saml, Lpool, Book-keeper. Sept 26. Comp. Reg Oct 13.
 Newton, Fredk Curtis, Whittlesey, Cambridge, Farmer. Sept 16. Conv. Reg Oct 13.
 Parker, Wm John, Bayswater, Middx, Fishmonger. Oct 9. Comp. Reg Oct 13.
 Pellett, Edwin, Salisbury, Wilts, Cabinet Maker. Sept 27. Conv. Reg Oct 12.
 Promoli, Fredk Wm, Lpool, Jeweller. Sept 15. Asst. Reg Oct 13.
 Putney, Geo, Satchwell-st, Bethnal-green-rd, Timber Dealer. Oct 2. Comp. Reg Oct 12.
 Roberts, Wm, Aberavon, Glamorgan, Ironmonger. Sept 23. Conv. Reg Oct 12.
 Shaw, Mary, & Joseph Garrett Shaw, Sheffield, Tailors. Sept 27. Asst. Reg Oct 13.
 Simpson, Andrew, Birm, Draper. Sept 21. Asst. Reg Oct 12.
 Simpson, Wm Barber, Lpool, Master Mariner. Oct 6. Comp. Reg Oct 10.
 Smith, Chas Wm, Feltham, Middx, Farmer. Sept 28. Asst. Reg Oct 12.
 Teitelbaum, Adolph, Oxford-st, Confectioner. Oct 12. Comp. Reg Oct 13.
 Thompson, Hy, Belper, Derby, Draper. Sept 14. Asst. Reg Oct 10.
 Turner, Mary Eliz, Preston, Lancaster, Corn Dealer. Sept 26. Asst. Reg Oct 12.
 Vickers, Edwd, Wednesfield, Stafford, Carrier. Sept 23. Asst. Reg Oct 12.
 Vinnicombe, John Pewtner, Exeter, Music Seller. Sept 28. Asst. Reg Oct 10.
 Webb, Richd Kemball, Regent-st, Westminster, Cheesemonger. Oct 6. Comp. Reg Oct 13.
 Williams, Richd, Bethesda, Carnarvon, Shopkeeper. Oct 10. Comp. Reg Oct 12.

TUESDAY, Oct. 17, 1865.

Blake, Wm, Manch, Boot Maker. Oct 5. Comp. Reg Oct 16.
 Burton, Thos, sen, Langley, Norfolk, Farmer. Sept 15. Conv. Reg Oct 13.
 Carter, Elisha, Islington, Lpool, Painter. Sept 23. Asst. Reg Oct 16.
 Cheatham, John, Birm, Carpenter. Oct 10. Comp. Reg Oct 14.
 Clark, John Brady, Dalston-lane, Middx, Commercial Traveller. Sept 21. Comp. Reg Oct 14.
 Clarkson, Edwd, Leeds, Wholesale Confectioner. Sept 19. Conv. Reg Oct 13.
 Clay, Abraham, Halifax, & Shackleton Smith, Bradford, York, Worsted Spinners. Sept 20. Conv. Reg Oct 13.
 Goode, Geo, Manch, Silk Dy. Sept 16. Asst. Reg Oct 14.
 Hardisty, Robt, West Hartlepool, York, Tailor. Sept 20. Asst. Reg Oct 14.
 Hardy, Jas Rowing, Norwich, Grocer. Sept 18. Conv. Reg Oct 16.
 Harrison, Wm, & Arnold Richd Harrison, Lpool, Merchants. Oct 6. Asst. Reg Oct 16.
 Hoffmann, Antoine Augustus, Brighton, Sussex, Schoolmaster. Sept 15. Asst. Reg Oct 13.
 Issitt, John Edwd, Leicester, Upholsterer. Sept 21. Conv. Reg Oct 16.
 Jordan, Noah Geo, Lpool, Butcher. Sept 19. Comp. Reg Oct 14.
 Kraushaar, Pincus, Lpool, Dealer in Photographic Materials. Sept 25. Conv. Reg Oct 17.
 Lowes, Thos, Carlisle, Provision Dealer. Oct 4. Comp. Reg Oct 14.
 Manle, Geo, High Jarrow, Durham, Ironmonger. Sept 20. Conv. Reg Oct 13.
 Moore, John Joseph, Farnworth, nr Bolton, Lancashire, Tin Plate Worker. Oct 6. Comp. Reg Oct 14.
 Musgrave, Mark, Bishop Auckland, Durham, Butcher. Sept 23. Conv. Reg Oct 16.
 Orzen, Wm Thos, & Benj Orzen, Charlotte-st, Blackfriars-rd, Hat and Cap Manufacturers. Sept 25. Asst. Reg Oct 12.
 Parker, Francis Pallmer, Essex-st, Strand, Gent. Oct 14. Comp. Reg Oct 17.
 Pengelly, Thos Wm, & John Russell Pengelly, Madron, Cornwall, Corn Factors. Oct 4. Conv. Reg Oct 14.
 Pheby, John, Liverpool-rd, Islington, Dealer in Hams. Oct 6. Comp. Reg Oct 17.
 Phillips, Jas, Weston-super-Mare, Somerset, Professor of Science. Sept 19. Conv. Reg Oct 16.
 Phillips, Jas, Abersychan, nr Pontypool, Monmouth, Grocer. Sept 20. Conv. Reg Oct 17.

Pitcher, Jas, Cheltenham, Gloucester, Boot Maker. Sept 21. Comp. Reg Oct 17.
 Rawcliffe, Wm, Preston, Lancaster, Small Ware Dealer. Sept 22. Asst. Reg Oct 16.
 Rubenstein, Salomon, Clement's-court, Wood-st, Merchant. Oct 2. Comp. Reg Oct 16.
 Saunders, Frank Chas, Southampton, Ironmonger. Sept 21. Asst. Reg Sept 16.
 Sedgwick, Edwd, Manch, Funeral Furnisher. Oct 2. Comp. Reg Oct 14.
 Walkley, Jas, Battersea, Surrey, Carpenter. Sept 29. Comp. Reg Oct 16.
 White, Edwin, Sheffield, Hatter. Sept 21. Asst. Reg Oct 13.
 Willett, Wm Gregory, Witton, Chester, Veterinary Surgeon. Sept 22. Conv. Reg Oct 17.

Bankrupts.

FRIDAY, Oct. 13, 1865.

To Surrender in London.

Abrahams, Maurice, Strand, Furniture Dealer. Pet Oct 9. Oct 26 at 12. Levy, Bow-st.
 Barr, Martha, Artillery-pl, Woolwich, Widow. Pet Oct 11. Oct 31 at 11. Hughes & Co, Woolwich.
 Blay, Chas, Owen's-row, Clerkenwell, Gold Chain Maker. Pet Oct 11. Oct 31 at 12. Morris, Beaufort-buildings, Strand.
 Blumenthal, Solomon Alex, Gt Prescott-st, Goodman's-fields, Hair Manufacturer. Pet Oct 9. Oct 26 at 12. Angell, Guildhall-yard.
 Bristow, John, Prisoner for Debt, London. Pet Oct 10. Oct 31 at 12. Sorell, Gt Dartford-st.
 Brooker, Edwd Isaac, St Swan-pl, King's-rd, Chelsea, Carpenter. Pet Oct 9. Oct 26 at 12. Michael, Barge-yard, Bucklersbury.
 Bryant, Alfred, New Church-rd, Camberwell, Comm Agent. Pet Oct 9. Oct 26 at 1. Beard, Basinghall-st.
 Burne, Chas, Prisoner for Debt, London. Pet Oct 10 (for pau). Oct 26 at 12. Edwards, Bush-lane, Cannon-st.
 Burton, Geo, Church-st, Islington, Cheesemonger's Assistant. Pet Oct 11. Oct 31 at 12. Steadman, Coleman-st.
 Castle, Hy, Edward-sq, Kensington, Cab Proprietor. Pet Oct 9. Oct 26 at 12. Tower, Gt Russell-st.
 Davis, Sarah, Prisoner for Debt, London. Pet Oct 10 (for pau). Oct 26 at 12. Edwards, Bush-lane, Cannon-st.
 Doggett, John, Prisoner for Debt, London. Pet Oct 10 (for pau). Oct 31 at 11. Goatley, Bow-st.
 Dryton, Henri Jas, Gt Ormond-st, Bloomsbury, Vocalist. Pet Oct 9. Oct 26 at 12. Lewis & Lewis, Ely-pl, Holborn.
 Fildew, Hy, Brooks-st, Easton-rd, Coach Builder. Pet Oct 9. Oct 26 at 1. Feverley, Coleman-st.
 Fosbery, Edwd Godfrey, Gt Bland-st, Southwark, out of business. Pet Oct 11. Oct 31 at 12. Hall, Coleman-st.
 Hares, Saml Wm, Theobald-st, New Kent-rd, Journeyman Carpenter. Pet Oct 11. Oct 31 at 12. Goldrick, Strand.
 Kitchner, John, jun, Colebrook-row, Islington-green, Tailor. Pet Oct 11. Oct 31 at 1. Bryant, Old Broad-st.
 Krauss, Chas, Booth-st, Spitalfields, Merchant. Pet Oct 6. Oct 26 at 1. Abrahams, Gresham-st.
 Norman, Antonio Richd Thos, Brook-st, Bermondsey, Vocalist. Pet Oct 10. Oct 26 at 1. Levy, Bow-st.
 Sapolin, Chas Edouard, Mortlake, Surrey, Professor of Languages. Pet Oct 10. Oct 31 at 11. Goldrick, Strand.
 Taylor, Wm, Mary-st, Hampstead-rd, Cab Driver. Pet Oct 10. Oct 31 at 1. Edwards, Bush-lane.
 Tevendale, Jas, Hackney, Middx, out of business. Pet Oct 11. Oct 3 at 12. Keighley & Co, Ironmonger-lane.
 Tubben, Fredk, Prisoner for Debt, London. Pet Oct 9 (for pau). Oct 26 at 12. Goatley, Bow-st.
 Wernham, John, & Joseph Watts, Homerton, Middx, Confectioners. Pet Oct 7. Oct 26 at 1. King, Queen-st.
 West, Wm, Ash, Kent, Saddler. Pet Oct 10. Oct 31 at 11. Edwards, Bush-lane, Cannon-st.
 White, Edwd, Little James-st, Bedford-row, Job Master. Pet Oct 12. Oct 31 at 1. Earle, Bedford-row.
 Wood, Thos Vincent, Three Fox-passage, Newgate Market, Dairyman. Pet Oct 10. Oct 26 at 12. Ablett, Basinghall-st.

To Surrender in the Country.

Bensley, Joseph, Bickenhill, Warwick, Steel Manufacturer. Pet Oct 9. Birm, Oct 26 at 12. J. & W. Brown, Birm.
 Bennett, Chas, Sheffield, Spring Knife Manufacturer. Pet Oct 9. Sheffield, Oct 26 at 1. Broadbent, Sheffield.
 Bond, John, Walsall, Stafford, Furniture Manufacturer. Pet Oct 11. Walsall, Oct 26 at 12. Wilkinson, jun, Walsall.
 Bryson, John Jackson, Manch, Cabinet Maker. Pet Oct 10. Manch, Oct 24 at 9.30. Smith & Boyer, Manch.
 Bulleymant, Richd, Winterton, Lincoln, Butcher. Pet Oct 10. Barton-upon-Humber, Oct 25 at 11. Mason, Barton.
 Buxton, Joseph, Hanley, Stafford, Joiner. Pet Oct 11. Hanley, Oct 28 at 11. Tennant, Hanley.
 Calow, Thos, Sheffield, Engineer. Pet Oct 11. Leeds, Oct 27 at 12. Broadbent, Sheffield.
 Carter, Richd, Norbridge, York, out of business. Pet Oct 10. Ripon, Oct 26 at 12. Nixon, Barnard Castle, Durham.
 Challis, Wm, Felstead, Essex, Butcher. Pet Oct 6. Dunmow, Oct 24 at 2. Cardinal & Wright, Halstead.
 Cooper, David, Prisoner for Debt, Manch. Pet Oct 6 (for pau). Manch, Oct 24 at 9.30. Law, Manch.
 Cousins, Chas, Southsea, Hants, Solicitor's Clerk. Pet Oct 7. Portsmouth, Oct 23 at 11. White, Portsea.
 Elliott, John, Cardiff, Glamorgan, Beerhouse Keeper. Pet Oct 10. Cardiff, Oct 28 at 11. Stephens, Cardiff.
 Eyre, Geo, Derby, Butcher. Pet May 9. Derby, Oct 24 at 12. Smith, Derby.
 Fell, Wm, Kendal, Westmorland, Bobbin Turner. Pet Oct 5. Ambleside, Nov 1 at 11. Thompson, Kendal.
 Flanagan, Jas, Lpool, Shoemaker. Pet Sept 20. Lpool, Oct 24 at 3. Anderson, Lpool.
 Fletcher, Paul, Dewsbury, York, Wool Merchant. Pet Oct 10. Leeds, Oct 28 at 11. Chadwick, Dewsbury; and Bond & Barwick, Leeds.

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Frampton, Chas, Dallington, Northampton, Beerseller. Pet Oct 10. Northampton, Oct 28 at 10. Shield & White, Northampton.
 Gilkerson, Thos, Prisoner for Debt, Walton. Adj Sept 15. Lpool, Oct 25 at 3. Nordon, Lpool.
 Goodman, Joseph, Cranfield, Bedford, Agricultural Labourer. Pet Oct 10. Ampthill, Oct 25 at 4. Stimson, Bedford.
 Goss, Wm, Creden, Devon, Labourer. Pet Oct 10. Creden, Oct 25 at 11. Flood, Exeter.
 Hartman, Jacob, Birkenhead, Chester, Boot and Shoe Dealer. Pet Oct 4. Lpool, Oct 26 at 11. Hulton & Bellringer, Lpool.
 Hick, Geo Chas, Bradford, York, Comm Agent. Pet Oct 9. Leeds, Oct 23 at 11. Rawson & Co, Bradford, and Bond & Barwick, Leeds.
 Hinds, Michael, Prisoner for Debt, Bristol. Adj Oct 9 (for pau). Bristol, Nov 3 at 12.
 Jones, Edwd, Llangollen, Denbigh, Farmer. Pet Oct 11. Wrexham, Oct 30 at 11. Sherratt, Wrexham.
 Jones, Thos, Sedzley, Stafford, Farmer. Pet Oct 4. Dudley, Oct 28 at 11. Stratton, Wolverhampton.
 Langan, Jas, Lpool, Poulterer. Pet Oct 11. Lpool, Oct 26 at 3. Etty, Lpool.
 Logan, Jas, Landport, Portsea, Hants, Shipwright. Pet Oct 4. Portsmouth, Oct 23 at 11. White, Portsea.
 Martin, John, Prisoner for Debt, Stafford. Adj Oct 9. Birm, Oct 27 at 12. James & Griffin, Birm.
 McMillan, Saml, Bolton, Lancaster, Tailor. Pet Oct 6. Manch, Oct 23 at 11. Hurford & Taylor, Holborn, and Green, Northwich.
 Moore, Hy, Stafford, Joiner. Pet Oct 7. Stafford, Oct 30 at 11. Brough, Stafford.
 Moore, John Joseph, Farnworth, Lancaster, Tin-plate Worker. Pet Oct 11. Bolton, Oct 25 at 10. Edge, Bolton.
 Moore, Chas, Sheerness, Kent, employed in H. M.'s Dockyard. Pet Oct 11. Sheerness, Oct 25 at 10. Hayward, Rochester.
 Moss, Edmund, Manch, Machine Broker. Pet Oct 5. Manch, Oct 27 at 11. Marsland & Addleshaw, Manch.
 Newey, Geo, Harborne, Stafford, Licensed Victualler. Pet Oct 9. Birm, Oct 30 at 10. East, Birm.
 Niblett, Hy Augustus, Eastbourne, Photographic Artist. Pet Oct 9. Lewes, Oct 26 at 11. Hilton, St. Leonard's-on-Sea.
 Oakes, Geo, Dewsbury, York, Warehouseman. Pet Oct 9. Dewsbury, Oct 27 at 12. Taylor, Huddersfield.
 Pierce, Moses, Ruabon, Denbigh, Beerseller. Pet Oct 10. Wrexham, Oct 27 at 11. Sherratt, Wrexham.
 Rowden, Wm, Whitstable, Kent, Master Mariner. Pet Sept 30. Canterbury, Oct 29 at 10. Towne, Margate.
 Sheppard, John Hy, Birm, Tailor's Foreman. Pet Oct 4. Birm, Oct 30 at 10. Parry, Birm.
 Singleton, Abraham, Manch, Painter. Pet Oct 10. Manch, Oct 24 at 9.30. Henwood, Manch.
 Sladin, Hy Lees, Ashton-under-Lyne, Lancaster, Journeyman Millwright. Pet Oct 12. Ashton-under-Lyne, Oct 26 at 12. Toy, Ashton-under-Lyne.
 Sturges, Jas, Prisoner for Debt, Manch. Pet Oct 5 (for pau). Manch, Oct 24 at 9.30. Gardner, Manch.
 Stringer, John, Droydsden, Lancaster, Millwright. Pet Oct 11. Manch, Oct 26 at 11. Fox, Manch.
 Tapson, John, Prisoner for Debt, Walton. Adj Sept 15. Lpool, Oct 25 at 11.
 Warren, Wm, Wolstanton, Stafford, Beerseller. Pet Oct 10. Hanley, Oct 28 at 11. Salt, Tunstall.
 Ward, Edwd Robertson, Manch, Comedian. Pet Oct 10. Manch, Oct 25 at 11. Sale & Co, Manch.
 Wetherell, Joseph, Middlesborough, York, Schoolmaster. Pet Oct 9. Leeds, Oct 23 at 11. Cariss & Tempest, Leeds.
 Wilson, Fredk Wm, Sheffield, Attorney. Pet Oct 11. Leeds, Oct 27 at 12. Rodgers & Thomas, Sheffield.
 Williams, Thos, Feock, Cornwall, Farm Labourer. Pet Oct 9. Truro, Oct 25 at 3. Marshall, Truro.
 Williams, Alfred, Trentham, Stafford, Labourer. Pet Oct 7. Stoke-upon-Trent, Oct 28 at 11. E. & A Tennant, Hanley.
 Wroath, John Chas, Truro, Cornuall, Grocer. Pet Oct 11. Truro, Oct 26 at 3. Marshall, Truro.

TUESDAY, Oct. 17, 1865.

To Surrender in London.

Blatch, Jas Wm, Cavendish-st, Kentish-town, Tobacconist. Pet Oct 11. Oct 31 at 12. Allen, Chancery-lane.
 Bryant, Benj, Fenge, Surrey, Painter. Pet Oct 12. Oct 31 at 1. Goldrick, Strand.
 Corby, Chas, Sharnbrook, Bedford, Farmer. Pet Oct 13. Oct 31 at 2. Roscoe & Co, King-st, Finsbury-sq, for Cook, Wellingborough.
 Elsom, Joseph, Leyton, Essex, Builder. Pet Oct 13. Oct 31 at 2. Godden, Fenchurch-st.
 Geschwindt, Geo, Camberwell, Surrey, Journeyman Pork Butcher. Pet Oct 12. Oct 31 at 1. Davis, Harp-lane, Gt Tower-st.
 Hollingsworth, John, Stratford, Essex, out of business. Pet Oct 13. Nov 2 at 11. Seadman, Coleman-st.
 Hunt, Wm, Waltham Cross, Hertfordshire, Greengrocer. Pet Oct 12. Oct 31 at 1. Marshall, Lincoln's-inn-fields.
 Johnstone, John Lees, Oxford, Travelling Draper. Pet Oct 12. Oct 31 at 1. Doyle, Verulam-buildings, Gray's-inn, for Looker, Oxford.
 Long, Edwd Mort, Prisoner for Debt, London. Pet Oct 12 (for pau). Oct 31 at 2. Edwards, Bush-lane.
 Noble, Francis Robt, York-rd, Lambeth, no occupation. Pet Oct 13. Oct 31 at 11. Goele, Lime-st.
 Packer, John, Clapham, Surrey, Plumber. Pet Oct 13. Oct 31 at 11. Feverley, Coleman-st.
 Riley, Wm Tomkinson, Prisoner for Debt, Shrewsbury. Adj Oct 10. Nov 2 at 11.
 Turnbull, Robt, Landport, Hants, Shipbuilder. Pet Oct 13. Oct 31 at 2. Linklaters & Co, Walbrook.
 Unghes, Wm Smith, Lambeth-walk, Greengrocer. Pet Oct 12. Oct 31 at 1. Murren, Warwick-rd, Gray's-inn.
 Urquhart, Wm Gilchrist, Salmord, Mile End, out of business. Pet Oct 13. Nov 2 at 11. Heathfield, Lincoln's-inn-fields.

To Surrender in the Country.

Addison, Danl, Tamworth, Stafford, Newsagent. Pet Oct 12. Tamworth, Oct 28 at 10. Argyle, Tamworth.

Andrews, Wm, Kingston Magna, Dorset, Farmer. Pet Oct 14. Wincanton, Nov 1 at 11. Ellis, Sherborne.
 Bell, Joseph, Newcastle-upon-Tyne, Boot Maker. Pet Oct 11. Newcastle, Oct 28 at 10. Stewart, Newcastle-upon-Tyne.
 Bennett, John, Harborne, Stafford, Accountant. Pet Oct 12. Oldbury, Oct 24 at 10. Shakespeare, Oldbury.
 Boyer, Barry, Little Thurlow, Suffolk, Dealer. Pet Oct 7. Haverhill, Oct 28 at 2. Cardinal & Wright, Halsted.
 Broome, Benj, Prisoner for Debt, York. Adj Oct 10. Leeds, Oct 30 at 11. Burt, Wm, Sturminster Marshall, Agricultural Labourer. Pet Oct 11. Wimborne Minster, Oct 27 at 10. Tanner, Wimborne Minster.
 Cook, Jas, Sheerness, Engineer's Assistant Fitter. Pet Oct 16. Sheerness, Oct 28 at 12. Drew, New Basinghall-st.
 Daking, Edwin Alfred, Southampton, Cabinet Maker. Pet Oct 13. Southampton, Nov 11 at 12. Mackey, Southampton.
 Davies, Edwd Harrison, Claverley, Salop, out of business. Pet Oct 13. Birm, Oct 27 at 12. Green, Birm.
 Davies, Thos, Cardiff, Glamorgan, out of business. Pet Oct 13. Cardiff, Oct 28 at 11. Raby, Cardiff.
 Ensor, Danl, Alfreton, Derby, Collier. Pet Oct 6. Alfreton, Nov 10 at 12. Stone, Wirksworth.
 Finch, Wm Saml, Bury St Edmunds, Suffolk, Grocer. Pet Oct 12. Bury St Edmunds, Oct 28 at 11. Walpole, Beyton.
 Francis, Chas, Prisoner for Debt, Warwick. Adj Oct 12. Birm, Oct 27 at 12. James & Griffin, Birm.
 Goodlass, Robt, Beverley, York, Inkeeper. Pet Oct 5. Leeds, Nov 1 at 12. Robinson, Beverley, and Payne & Co, Leeds.
 Gunning, Walter Phillips, Lpool, Outfitter. Pet Oct 13. Lpool, Oct 30 at 11. Whitley & Maddock, Lpool.
 Harrison, Thos, Carlisle, Clogger. Pet Oct 14. Carlisle, Nov 1 at 11. McAlpin, Carlisle.
 Heeley, Edwd, Prisoner for Debt, Warwick. Adj Oct 12. Birm, Oct 30 at 10.
 Hore, John, & Geo Corin Hore, Swansea, Glamorgan, Dealers in Sanitary Pipes. Pet Oct 4. Bristol, Oct 27 at 11. Graham, Newport, and Press & Inskip, Bristol.
 Hughes, Richd, Bradford, Lancaster, Land Surveyor. Pet Oct 13. Manch, Oct 30 at 11. Mann, Manch.
 Hutchison, Geo Thos, Durham, Grocer. Pet Oct 12. Durham, Oct 31 at 12. Hoyle, Newcastle-upon-Tyne.
 Lowe, John, Birm, out of business. Pet Oct 12. Birm, Oct 30 at 10. East, Birm.
 Millbourne, Valentine, High Wycombe, Bucks, Grocer. Pet Oct 12. High Wycombe, Oct 28 at 10. Clarke, High Wycombe.
 Mosses, Israel, Hull, General Dealer. Pet Oct 6. Leeds, Nov 1 at 12. Smith, Birm, and Bond & Barwick, Leeds.
 Pettit, Jas Wm, Colchester, Essex, Pipe Maker. Pet Oct 11. Colchester, Oct 28 at 11. Jones, Colchester.
 Plummer, Robt, Bray, Berks, Foreman. Pet Oct 10. Windsor, Oct 28 at 11. Phillips, Windsor.
 Promoli, Fredk Wm, Lpool, Jeweller. Pet Oct 6. Lpool, Oct 30 at 12. Snowball & Copeman, Lpool.
 Rossiter, Emmanuel, Weston-super-Mare, Somersetshire, Carpenter. Pet Oct 6. Weston-super-Mare, Oct 30 at 12. Thick, Chipping Sodbury.
 Smith, Peter, Manch, Comm Agent. Pet Oct 12. Manch, Nov 6 at 9.30. Addleshaw, Manch.
 Stopford, Thos, Ashton-under-Lyne, Bookseller. Pet Oct 12. Ashton-under-Lyne, Nov 9 at 12. Gartside, Ashton-under-Lyne.
 Town, John, Prisoner for Debt, Petworth. Pet Oct 11. Worthing, Oct 30 at 11. Lamb, Brighton.
 Turnbull, Matthew, Ryton, Durham, Publican. Pet Oct 11. Gateshead, Oct 28 at 12. Hoyle, Newcastle-upon-Tyne.
 Whitaker, Jas, Preston, Lancaster, Grocer. Pet Oct 11. Manch, Oct 27 at 11. Plant, Preston.
 White, Thos, Prisoner for Debt, York. Adj Oct 10. Bradford, Nov 7 at 10.
 White, Wm Murr, Lincoln, Builder. Pet Oct 6. Leeds, Nov 1 at 11. Rex, Lincoln.
 Wigglesworth, Nathan, Doncaster, York, Boot and Shoe Seller. Pet Oct 12. Doncaster, Oct 28 at 11. Woodhead, Doncaster.
 Wilkie, Wm, Radford, Nottingham, Lace Designer. Pet Oct 13. Nottingham, Nov 29 at 11. Lees, Nottingham.
 Williams, David, Llanfachreth, Anglesey, Draper. Pet Aug 14. Lpool, Oct 28 at 12. Best, Lpool.
 Yelland, Saml, Kenton, Devon, Shoemaker. Pet Oct 14. Exeter, Oct 28 at 11. Willeford, Exeter.
 Yeoward, Wm, Hughes, Prisoner for Debt, Lancaster. Pet Oct 12. Lpool, Oct 30 at 11. Harris, Lpool.

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 2. Injunctions to prevent or stay Proceedings in other Courts, and, herein, of Orders to stay Proceedings in Courts of Equity in concurrent Suits.
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 10. Of the Writ of Ne Exeat Regno.
- Concluding Lecture—The Limited Jurisdiction in Equity conferred on the County Courts by the recent Statute, 23 & 29 Vict. cap. 99. The following Text-books will be referred to in the Lectures:—
Sene's Equitable Jurisdiction of the Court of Chancery.
White and Tudor's Leading Cases on Equity.
Lewin on Trusts (4th edition).
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